

YAMHILL COUNTY GRANT AGREEMENT

THIS GRANT AGREEMENT, (“Agreement” or “Grant”) is made and entered into by and between Yamhill County, a political subdivision of the State of Oregon (“County”), acting by and through its Health and Human Services Department, hereinafter referred to as the “County”, and Community Wellness Collective, an Oregon corporation whose Federal Employer Identification No. is 84-2499842. Each party may hereinafter be individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Pursuant to funding available via State of Oregon Grant Agreement No. 177708, approved as Board Order No. 22-302 (the “Grant”), the County is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant; and

WHEREAS, The Recipient applied for and received approved funding under the Grant to provide an array of supported housing and residential treatment services as further described in Exhibit A; and

WHEREAS, The receipt and use of the funding by the Recipient is subject to certain terms and conditions provided herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained below, the Parties agree as follows:

AGREEMENT

1. **PURPOSE.** County and Recipient agree that Recipient shall use approved Grant Funds to provide Behavioral Health Housing Services in Yamhill County, referred to herein as the “Project”.
2. **GRANT FUNDS.** The total amount of funding awarded to Recipient is **\$403,912.00** (“Grant Funds”). The Recipient shall receive a lump sum payment of \$121,173.60 upon execution of this Agreement. On December 1, 2023, and monthly thereafter throughout the term of this Agreement, the Recipient shall receive monthly payments in the amount of \$40,391.20 following receipt and approval of billing documents.
3. **TERM.** The term of this Agreement is effective on September 1, 2023 and shall expire on June 30, 2024, unless otherwise extended as permitted under the Grant.
4. **PROJECT MANAGER.**
 - 4.1. Recipient’s Project Manager is Elise Yarnell, elise@communitywellnesscollective.org, or assigned designee upon individual’s absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.
 - 4.2. County’s Program Manager is Lindsey Manfrin, manfrinl@co.yamhill.or.us, or assigned designee upon individual’s absence.

HHS24012GS

5. RECIPIENT OBLIGATIONS.

- 5.1. Recipient shall provide Project services as described in Exhibit A, attached hereto and incorporated herein, and shall comply with all requirements as provided herein. Any changes to Project scope as detailed in Exhibit A must be approved by the County and memorialized in a written amendment to this Agreement signed by both Parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by the County.
- 5.2. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the provisions detailed in the Grant, attached hereto as Exhibit B and incorporated herein by this reference, that apply to the Project and any services provided by the Recipient hereunder.
- 5.3. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement.
- 5.4. Recipient acknowledges and agrees that County and the State of Oregon, and its duly authorized representatives, shall have access to the books, documents, papers, and records of Recipient pertinent to this Agreement for a period of six (6) years after execution of this Agreement or Recipient's expenditure or return of all the Grant Funds, whichever is longer, and Recipient shall maintain all records in accordance with state and federal law. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- 5.5. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
- 5.6. Recipient must obtain and maintain insurance in types and amounts customarily carried by Recipient's industry and appropriate for the Project.
- 5.7. To the extent that Grant Funds are to be used for certain purchases or renovations of real property, the Recipient is required to follow additional OHA procedures as further outlined in Exhibit B.
- 5.8. The Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by the Recipient.
- 5.9. Recipient certifies and represents that (i) the individual(s) signing this Agreement has

been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request, and (ii) there is no proceeding pending or threatened against Recipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Recipient to carry out the Project.

- 5.10. 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 Recipient.

6. COUNTY OBLIGATIONS

- 6.1. This Agreement is contingent upon County having Grant Funds sufficient to fund the Project. The Agreement is effective, and Grant Funds may be disbursed upon execution of this Agreement and the availability of Grant Funds as determined by County in its sole discretion.
- 6.2. The disbursement of Grant Funds by County is contingent upon (i) County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to disburse Grant Funds under this Agreement, (ii) Recipient is not in default under this Agreement, and (iii) Recipient's representations and warranties set forth herein are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 6.3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
- 6.4. County may withhold from disbursement of Grant Funds due to Recipient, or Recipient must return to County within 30 days of County's written demand any Grant Funds, if funds were: (i) paid to Recipient that exceed the amount to which Recipient is entitled, (ii) received by Recipient that remain unexpended or contractually committed for payment of the Project at the end of the Project period, (iii) determined by County or the State of Oregon to be spent for purposes other than allowable Project activities; or (iv) requested by recipient as payment for deficient activities or materials.
- 6.5. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

7. GENERAL PROVISIONS

- 7.1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
- 7.1.1. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.

- 7.1.2. County or a court of competent jurisdiction determines that federal law, state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities required hereunder are no longer allowable or no longer eligible for funding proposed by this Agreement.
 - 7.1.3. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Project.
- 7.2. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
 - 7.2.1. County fails to make payments due under this Agreement, or
 - 7.2.2. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
- 7.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7.4. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
- 7.5. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7.6. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. 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. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.
- 7.7. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection

with any non-judicial action

- 7.8. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 this Agreement so executed shall constitute an original.
- 7.9. This Agreement, the Grant, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, Exhibit B will control over the body of this Agreement and the attachments. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, 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 part of that or any other provision.
- 7.10. All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to either party under this Agreement prior to termination.
- 7.11. Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, 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 or any sort arising solely from the termination of this Agreement in accordance with its terms.
- 7.12. Recipient may not assign or transfer its interest in this Agreement without the prior written consent of County and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. The County's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 7.13. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees County and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient 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 Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

7.14. Time is of the essence in Recipient's performance of the Project activities under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

COMMUNITY WELLNESS COLLECTIVE YAMHILL COUNTY



Signature

Elise Yarnell

Name (printed)

President, Board of Directors

Title

10/31/23

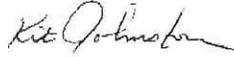
Date



Chair, LINDSAY BERSCHAUER



Commissioner, MARY STARRETT

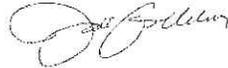


Commissioner, KIT JOHNSTON

11/2/23

Date

APPROVED AS TO FORM:



By: Jodi Gollehon, Assistant County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/2/23 by Board Order
B.O. 23-413



Request for Proposal:

Increase Behavioral Health Housing Services in Yamhill County, OR

1. Organization Name

Community Wellness Collective

2. Organization Main Contact

- Elise Yarnell
- Email: Elise@communitywellnesscollective.org
- Phone: 503-830-7229

3. Program Summary Summary:

- Location: 615 N College St, Newberg, OR 97132
- Hours of Operation: Daily, 8pm-8am (hours extend 6/30/23)
- Population: ALL are welcome
- Shelter category: Low barrier

4. Description of Organization

Origin: Community Wellness Collective formed in 2018 in response to a community increase in mental health and substance use, and support for social determinants of health needs. Founded by community members, the mission has been to elevate current service providers, bring awareness to resources and decrease the stigma of accessing support services. The intent was never to build services, until the Newberg Emergency Shelter requested to become a committee under CWC in fall of 2020. In January 2021, CWC officially took support of emergency shelter services in Newberg.

Meeting the Need of Houselessness: By Spring 2021, YCAP asked if CWC would be interested in moving into their Harvest House location to revamp their family shelter building. By late Spring 2021, the Newberg Emergency Shelter opened its doors at Harvest House as Yamhill County's first official low barrier shelter. At this time, the shelter was open during nights under 32 degrees and over 90 degrees and completely dependent on volunteers to operate. By Summer 2021, CWC hired its first employee and we worked to open five days a week, Friday-Tuesday by Summer 2022.

Community Partner Investment: Between Summer 2021 to Summer 2021, Providence Community Health Division and The Austin Family Foundation invested to allow two additional staff to be added. We used this opportunity to begin our capacity building within the Newberg community. In this time, Providence Medical Group came on as a service partner, providing primary care services, behavioral health therapy, and medication assisted treatment onsite at the shelter one night per week. We grew from an average of 8 guests per night to 32 guests per night over this year period.



Expansion During COVID-19: In Spring 2022, CWC Harvest House was granted \$350k, through the City of Newberg ARPA funding, to allow piloting full nightly services for a year. We hired 7.0 staff FTE to cover nightly services and immediately covered seven nights per week. We have remained open every night, supporting not only Newberg, but all of Yamhill County, as we accept anyone just as they are.

All Are Welcome: Each guest signs an attestation form, focused around respectful and safe behaviors and is allowed to stay the night if adhered to. We achieve high support of behaviors from our guests based on the relationships and trust built with our staff who each have either been houseless personally or had close contact with a family member impacted. Many of our staff also are in recovery from an addiction and are able to relate to our guests looking for support in finding recovery. All staff are trained in de-escalation, trauma-informed care practices, peer support, and other supportive certifications. Our Director of Operations and Executive Director work to support our staff, conducting weekly case reviews, stand-ups, and safety debriefs to ensure support for guests, but also our team caring for them.

4. Description of Project

Formal Partnership with YCAP: In Fall 2022, YCAP invited CWC Harvest House to become a service provider of Any Door Place, part of the Shelter Navigation Model, as a spoke site for Newberg, to the McMinnville location. This formalized partnership with YCAP will allow us to continue capacity building together organizationally and operate in our strongest areas as individual organizations' to best serve the growing needs of Yamhill County residents. CWC will continue to operate services within Harvest House, soon to be Any Door Place Newberg, from 8pm-8am and begin supporting navigation alongside YCAP during the daytime hours.

CWC Service Ownership:

- Night-to-night bed
- Pre-cooked dinner and breakfast,
- Laundry services,
- Showering and hygiene
- Medication Support including MAT (subcontracted to Providence)
- Onsite Medical and Mental Health Services (subcontracted to Providence)
- Peer Support

This funding through YCMH will allow us to expand our night shelter services that we know are essential to the lives of Yamhill County residents struggling with housing security and utilize current funding to expand to support navigation onsite, in collaboration with YCAP, during the day. In the last three months, we have placed 26 people from Newberg Harvest House into long term housing through utilizing our shelter model as a front door to better understand each resident in a greater, more holistic way. This expansion to daytime service time will give more dedicated resource time to decrease the length of stay of guests at the shelter. Funding of our project will allow continued services that Yamhill County has come to rely on and greater build out a long-term partnership with YCAP that will stabilize housing services for the future and we are confident that we can serve as the leading night shelter organization for the county if fully funded.



5. Population Served

All populations are welcome at the Newberg shelter. CWC Harvest House, soon to be Any Door Place Newberg, acts as the front door to housing services for Yamhill County. We allow all people to come as they are, rest a while, allow our staff in at their pace, and often have some space to begin healing from trauma, abuse, addiction, or just the fear of being out on the street.

Demographic breakdown (reporting period Q1, 2023):

CATEGORY	N	%
• Age:		
○ 0-17:	8	13%
○ 18-44:	32	51%
○ 45-61:	24	38%
○ 62+:	2	2%
• Race		
○ White:	43	68%
○ Black:	1	2%
○ Asian:	0	0%
○ Alaska Native/Indigenous:	1	2%
○ Refused:	19	30%
• Ethnicity:		
○ Non-Hispanic/Latinx:	33	52%
○ Hispanic/Latinx	10	16%
○ Refused:	21	33%
• Gender:		
○ Female	11	17%
○ Male	41	65%
○ Non-binary	0	0%
○ Refused	12	19%
• Reported Disabilities and Conditions		
○ Physically disabled:	8	13%
○ Developmentally disabled:	8	13%
○ Severe Chronic Conditions	9	14%
○ Substance Use Disorder	4	6%
○ Severe Mental Health Disorder:	13	21%

6. Expected Impact

Harvest House has been building organizational capacity in Newberg since the merger of CWC and Newberg Emergency Shelter in January 2021. Formalizing the emergency shelter volunteer model under CWC grew stability for the structure and goals of the team. Support from YCAP, Providence, The City of Newberg, The Austin Family Foundation, Newberg Rotary,



and the Newberg School District has given us the community respect and buy-in to now plant our organizational goals long-term. Over \$500,000 has been invested in CWC Harvest House through these local organizations to support houseless residents. Joining Any Door Place Newberg, as the Night Shelter and daytime navigation service provider is the right next step organization for CWC to support Newberg to an even greater extent. As part of Any Door Place, we are hopeful that we will be able to access as a subgrant recipient of YCAP, OCHS and state legislature funding dedicated to the Shelter Navigation Model, as we will be pivotal partner for the Newberg community.

Our proposed outcome measures include.

- Families: 95% of families placed in long term housing in 30 days
- Engagement: >50% in services within 14 days of stay
- Length of Stay: 75% less than 90 days
- Employment: of those able, >50% within 30 days of stay
- SUD: 100% guests education and offered pathway onsite to MAT

In the last quarter alone, CWC Harvest House served 5,827 meals, provided 2,787 beds, and successfully placed 26 people into long term housing. 63 unique individuals were served.

This project of funding night shelter services, to allow for expanded daytime services within the navigation shelter Model through Any Door Place, is the first approach to couple both prevention and response measures. Most days, our current team is triaging to tend to the most critical housing case. Housing insecurity is often the outcome of unsupported needs in our guest that we can wrap around them with supportive tools.

7. Reporting lead

Contact: Stephanie Findley, Interim Executive Director
Frequency: Monthly

Stephanie Findley, Community Wellness Collective Interim Executive Director, will be accountable to reporting capacity. Matt Bunn, CWC Director of Operations, will operationalize data collection requirements with our staff team to ensure that robust information is collected and reporting is completed at the requested grant deadlines. We have a current program that we capture data requirements for other grants have successfully reported for all other grants deliverables.



8. Proposed Annual Budget Summary

YCMH BH HOUSING GRANT REQUEST		
	FTE	Annual Cost
NIGHT SHELTER SALARIES		
Peer Support	5.5	
Admin Support	1	\$ 71,760.00
DAY NAVIGATION SALARIES		
Case Management	1	\$ 62,400.00
Peer Support	1	\$ 58,968.00
MEDICAL SERVICES		
Medical Provider Contractor	0.1	\$ 12,000.00
Mental Health Provider Contractor	0.4	\$ 20,000.00
Medical Assistant Contractor	0.2	\$ 6,000.00
FOOD SUPPORT (prepped offsite)		
Dinners		\$ 3,000.00
Breakfasts		\$ 9,000.00
Food Coordinator	0.4	\$ 23,920.00
TRANSPORTATION		
Fuel		\$ 5,200.00
FULL BUDGET with expansion of services		\$ 550,604.00
CURRENT FINANCIAL PARTNERS		
City of Newberg	\$350,000.00	7/30/2023
YCAP	\$ 70,000.00	annual
Providence	\$ 55,000.00	6/30/2024
Newberg Rotary	\$ 7,500.00	expended
GRANTS IN PROCESS		
YCAP OCHS Funding	unknown	6/30/2024
YCCO CHIP	unknown	6/30/2024
Austin Family Foundation	\$ 10,000.00	9/1/2024



Grant Agreement Number 177708

**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 Oregon Health Authority (OHA) and the OHA's Health System Division:

**Health Systems Division
500 Summer St SE, E86
Salem, Oregon 97301**

hereinafter referred to as "OHA," and

**Yamhill County
627 NE Davis Street
McMinnville, OR 97128
Attention: Lindsey Manfrin
Telephone: 503-434-7525
E-mail address: manfrinl@co.yamhill.or.us**

hereinafter referred to as "Recipient."

RECITALS

WHEREAS, the Oregon State Legislature, for the biennium ending June 30, 2023, appropriated \$100,000,000 out of the General Fund for increasing behavioral health housing in House Bill 5202, section 364.

WHEREAS, the Oregon State Legislature's Joint Committee On Ways and Means stated in the bill's Budget Report and Measure Summary that the OHA was appropriated money "for

distribution to community mental health programs (CMHP) and related administrative support in OHA. The goals of this funding are to provide an array of supported housing and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.”

WHEREAS, the OHA issued a Request for Applications to the CMHPs. The OHA has reviewed all the applications received and intends to disburse the grant awards. NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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 the Oregon Department of Justice (the “Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **April 1, 2024**. 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 and attachments, 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 (including Attachment 1)
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget

There are no other Agreement documents unless specifically referenced and incorporated into 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 (including Exhibit D to the extent incorporated therein), and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$2,828,947.00**. OHA will not disburse grant funds to Recipient in excess of the not-to-exceed amount and, notwithstanding any other provision of this Agreement, will not disburse grant funds until this Agreement has been signed by all Recipient(s) and, when required, approved by the Oregon Department of Justice. 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

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

6. **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 Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-4911 **Facsimile:** (503) 434-7553

Business Designation: (Check one box):

- Professional Corporation
- Nonprofit Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietorship
- Corporation
- Partnership
- Other Local Government

Recipient Proof of Insurance. Recipient shall provide proof of all insurance listed and required by Exhibit C in accordance with the deadline established in Exhibit C, Section 8.

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, each signatory for Recipient hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and Recipient shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance in accordance with Exhibit C, Section 8. 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

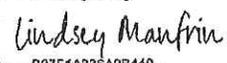
Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

- (2) The information shown in Section 6a. "Recipient Information", is Recipient's true, accurate and correct information;
 - (3) To the best of the Recipient'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;
 - (4) 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
- (5) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN 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.

7. **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. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

Yamhill County

By: DocuSigned by:

B2751A336A2B440...

Authorized Signature
HHS Director

Title

Lindsey Manfrin

Printed Name
9/22/2022

Date

State of Oregon acting by and through its Oregon Health Authority

By: DocuSigned by:

9D98E8BF9E3E4F9...

Authorized Signature
Director of Business Operations

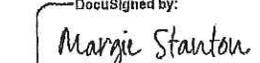
Title

Mick Mitchell

Printed Name
10/13/2022

Date

Approved by: Director, OHA Health Systems Division

By: DocuSigned by:

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Authorized Signature
Director

Title

Margie Stanton

Printed Name
10/13/2022

Date

Approved for Legal Sufficiency:

Via e-mail by Wendy Johnson, Assistant Attorney General August 23, 2022; email in agreement file.

Accepted by Yamhill County
Board of Commissioners on
9/22/22 by Board Order
22-302

EXHIBIT A

Part 1 Program Description

1. **Eligible Program Activities:** Each of the following are eligible program activities and Grant funds may be expended for the costs of such activities, if such costs are in accordance with Recipient's budget approved by OHA, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient and approved in writing from time to time by OHA.

- a. Repurpose or build new secure residential treatment facilities, residential treatment homes, adult foster homes, supported housing units, and supportive housing units.
- b. Operational and administrative costs to manage housing
- c. Housing support services
- d. Planning, coordination, siting, purchasing buildings/land (pre-build or renovation activities)
- e. Subsidies for short-term shelter beds
- f. Long-term rental assistance
- g. Outreach and engagement items such as food or clothing to meet immediate needs for houseless individuals

2. Reporting Requirements

a. Monthly Reports.

- (1) Recipient shall prepare and electronically submit written monthly compliance reports to hsd.contracts@oha.oregon.gov describing the grant activities and progress to OHA if OHA is providing grant funds in the amount of \$100,000 or more that are to be used for the purchase or renovation of real property and the Recipient is in the property acquisition, construction, or redevelopment phases of the Project. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, and the procedures described in "HB 5202".
- (2) Reports are due to OHA HSD on the 15th of the month for the previous month. The first report is due 60 days after the execution of this Agreement.

b. **Quarterly Reports.**

- (1) Recipient shall prepare and electronically submit written quarterly reports that describe the grant activities for the quarter and any other information that OHA may reasonably require
- (2) Reports are due to OHA HSD no later than April 15 (January 1-March 31), July 15 (April 1- June 30), October 15 (July 1-September 30), and January 15 (October 1-December 31) each year.
- (3) Reports shall demonstrate OHA HSD requirements of the continued use of property for the agreed purpose as defined in any Declaration of Restrictive Covenants executed and all other documents reasonably necessary to secure the performance of this Agreement, as determined by the Social Determinants of Health team of OHA.
- (4) Reports shall provide quarterly data as OHA HSD requests, including but not limited to bed/unit/client capacity by property/facility with their utilization rates and data on clients served by property/facility. OHA will provide the reporting form and instructions for completion and submission of this quarterly compliance report. Recipient may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA HSD.

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 with OHA. If Recipient already has EFT set up for any type of payment that comes from the Oregon Health Authority, 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 to Recipient, subject to the following:
 - i. Grant funds may be expended only for costs that are directly and reasonably related to Eligible Program Activities provided under this Agreement and in accordance with the terms and conditions of this Agreement.
 - ii. Grant funds may be expended only for costs in accordance with Recipient's budget approved by OHA, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient and approved in writing from time to time by OHA.
 - iii. Grant funds may not be used to supplant other funding sources.
 - iv. Grant funds may be expended for travel-related costs only in accordance with the requirements of the Oregon Accounting Manual applicable to travel-related costs, as the same may be amended from time to time.
 - v. Grant funds may only be used to cover Eligible Program Activities incurred during the period beginning from the Effective Date and ending December 31, 2023. A cost is considered to have been incurred if Recipient has incurred an obligation (as defined below) with respect to such cost by December 31, 2023. An "obligation" is an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.
 - vi. Grant funds awarded to Recipient may be adjusted among the Eligible Program Expenses as shown in Exhibit D up to 20%, without prior written approval by OHA, but Recipient shall promptly notify OHA in writing of such adjustment.
 - vii. Notwithstanding Section 1.b.vi. of this Exhibit A, Part 2, Grant funds may be used for administrative program costs up to but not to exceed 10%.

- c. OHA will disburse the grant funds to Recipient upon the Effective Date.
- d. Recipient must complete an "Oregon Health Authority Social Determinants of Health Expenditure Report" located at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. These reports must detail the use of grant fund expenditures with declining balances for each budget line and be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

EXHIBIT A

**Part 3
Special Terms and Conditions**

- 1. Real Property Purchase, Renovation, or Improvement.** Before grant funds in the amount of \$100,000 and above, paid to Recipient under this Agreement, are to be used for purchase or renovation of real property, Recipient shall notify OHA and subsequently execute all documents reasonably necessary to secure the real property funded with this Agreement, as determined by the Social Determinants of Health team of OHA, including but not limited to a Declaration of Restrictive Covenant for each property, of substantially the form attached hereto as **Attachment 1**. The obligations described in the documents executed under this Exhibit A Part 3, shall continue until the expiration term in such documents, and the parties agree such terms are not merged with the term of the Agreement expiration, i.e., on April 1, 2024.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed and enforced 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 consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon 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. Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum.

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. Without limiting the generality of the foregoing: (i) the Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by the Recipient; and (ii) no grant funds may be used for any harm reduction activities that would violate Oregon's drug paraphernalia law, ORS 475.525, including but not limited to the purchase or delivery of safe smoking supplies, drug testing strips, or devices used to prepare controlled substances, unless the Recipient maintains documentation that demonstrates the activities fall within an exemption under ORS 475.525(4) or (5), or the Recipient is a syringe service program providing sterile needles and syringes and other items as part of their activities, in accordance with ORS 475.757. Failure to comply with any of the foregoing requirements is grounds for termination of the grant.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

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 payment of grant funds under this Agreement is contingent on OHA receiving appropriations, limitations, allotments and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth 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 the EFT Coordinator identified in Exhibit A, Part 2, Section 1.

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 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 termination or expiration of this Agreement, as applicable. OHA, in its sole discretion, may recover Misexpended Funds 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 Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 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.

Recipient shall take all reasonable steps to cause 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.

8. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Recipient fails to return Misexpended Funds or Unexpended Funds in accordance with Section 5 of this Exhibit B; or
- (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.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 8.e.(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 Misexpended Funds or Unexpended Funds 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 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. Recipient's Remedies for OHA's Default. In the event OHA terminates this Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 8.e.(3), Recipient's sole remedy will be a claim for payment of grant funds for costs or expenses incurred and for which payment is authorized by this Agreement. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. 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 sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement;
 - (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, 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 8.a.
 - (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days' prior written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.

- (4) Mutual Termination. This 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.
- (5) 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.
- (6) Effect of Termination. Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OHA, OHA expressly directs otherwise.

9. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. 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.

11. 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 meanings set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. 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.

13. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of or related to 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.

14. 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, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. 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.

16. 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.

17. 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: Oregon Health Authority
Health Systems Division
500 Summer St SE, E86
Salem, Oregon 97301

18. Headings; Interpretation.

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. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so, including but not limited to Sections 1, 2, 5, 7, 8(e)(5), 13, 15, 16, 17, 18, and 19 of Exhibit B of this Agreement.

19. Amendments; Waiver; Consent.

No amendment, waiver, or consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon 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.

20. Prohibition on Supplanting.

Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Recipient shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

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. The obligations contained in this Agreement shall not be merged with the Covenant and other documents provided for in Exhibit A Part 3.

EXHIBIT C

Insurance Requirements

Recipient shall require its first tier contractor(s) (each, a "Contractor") that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in this Exhibit C prior to performing under this Agreement and maintain it in full force throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

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 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 Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. PROFESSIONAL LIABILITY:

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 Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient 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 INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Contractor's 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.

6. 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 effect 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).

7. 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 Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient's termination of this Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

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

9. NOTICE OF CHANGE OR CANCELLATION:

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

10. INSURANCE REQUIREMENT REVIEW:

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

11. 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.