

Grant Agreement Number PO-44300-00051389

**STATE OF OREGON  
GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is by and between the State of Oregon, acting by and through its Oregon Health Authority (“**OHA**”) and the Oversight and Accountability Council (“**OAC**”), which is staffed by OHA (together, “**Grantor**”) and **Yamhill County Health and Human Services (“Recipient”)**.

Contact information for the parties is as follows:

**Behavioral Health Division  
500 Summer St SE, E86  
Salem, Oregon 97301  
M110.Grants@dhsaha.state.or.us**

**Yamhill County Health and Human Services  
627 NE Evans Street  
McMinnville, Oregon 97128  
Attention: Lindsey Manfrin  
Telephone: 503-434-7525  
E-mail address: manfrinl@yamhillcounty.gov**

**1. Effective Date and Duration.**

This Agreement is effective on **July 1, 2025** (the “**Effective Date**”). Unless extended or terminated earlier in accordance with its terms, this Agreement will expire on **June 30, 2029**. Termination of this Agreement will not extinguish or prejudice Grantor’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

This Agreement includes the following exhibits, which are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein. In the event of a conflict between provisions within any of the documents, the terms of this Agreement without exhibits will be controlling.

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget

**3. Grant Funds and Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement is **\$3,420,000.00** (the “**Grant Funds**” or “**Grant**”). Grantor will not disburse Grant Funds to Recipient in excess of the not-to-exceed amount and will not disburse Grant Funds until this

Agreement has been executed. Grantor will disburse the Grant to Recipient as described in Exhibit A, Part 2.

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
- 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@yamhillcounty.gov

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Business Designation: (Select one):**

- |                           |                               |                     |
|---------------------------|-------------------------------|---------------------|
| Professional Corporation  | Nonprofit Corporation         | Limited Partnership |
| Limited Liability Company | Limited Liability Partnership | Sole Proprietorship |
| Corporation               | Partnership                   | <b>X</b> Other      |

7. **Recipient Proof of Insurance.** Recipient shall provide proof of all insurance listed and required by Exhibit C.

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

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and Recipient shall deliver to OHA the required Certificate(s) of Insurance in accordance with the deadline established in 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) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement;
- (4) Recipient and its training agents have all applicable licenses and registrations and remain in good standing with the State of Oregon and its agencies;
- (5) Recipient has disclosed in writing to Grantor all facts that materially adversely affect the Agreement, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including any exhibit, is true and accurate in all respects;
- (6) To the best of 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;
- (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.
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide Grantor with the new FEIN or SSN within 10 days;
- (9) Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings, or registrations, required for the making and performance of its obligations under this Agreement and the undertaking and completion of all activities related to the Service Areas; and
- (10) Pending Litigation. Recipient has disclosed in writing to Grantor all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, including BOLI, that, if adversely determined, would materially adversely affect the Agreement or the ability of Recipient to perform all obligations required by this Agreement.

**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.**

Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together will 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 will constitute an original. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

**Recipient By: Yamhill County Health and Human Services**

DocuSigned by:  
*Kit Johnston*  
8E58DDAC84AB478...  
Authorized Signature

County Commissioner  
Title

Kit Johnston  
Printed Name

9/12/2025  
Date

**Grantor By:**

Signed by:  
*Ebony Clarke*  
6F80649667364EF  
Authorized Signature  
Director, OHA Behavioral Health Division

Title

DocuSigned by:  
*Leticia Welch*  
86E2CAF0ECF54E0...  
Signature

OAC Tri-Chair  
Title

Signature

OAC Tri-Chair  
Title

DocuSigned by:  
*Zebuli Payne*  
3787DB1D52B3470...  
Signature

OAC Tri-Chair  
Title

9/15/2025  
Date

Leticia Welch  
Printed Name

9/15/2025  
Date

Printed Name

Date

Zebuli Payne  
Printed Name

9/15/2025  
Date

**Approved for Legal Sufficiency:**

Approved as a group by Lisa Gramp, Sr. Assistant Attorney General  
Department of Justice

Approved by the BOC on: 09/11/2025  
via Board Order No.: 25-291

April 3, 2025  
Date

**EXHIBIT A**  
**Part 1**  
**Program Description**

**1. Background**

In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 which became effective on December 4, 2020, to better serve people actively using substances or diagnosed with a substance use disorder. Various legislative changes have been made, and the current provisions can be found in Oregon Revised Statutes (ORS) 430.383 to 430.390, and ORS 430.394 (collectively, the “Act”).

**2. Service Areas**

**2.1.** Recipient’s Service Areas (as hereinafter defined) must be provided free of charge to clients, regardless of the client’s ability to pay or insurance status, without need for referral or designated pathway to recovery. Recipient shall bill insurance for services where insurance is available, but Recipient may not bill any client for any balance. Recipient cannot delay services for purposes of billing insurance or awaiting processing of any such billing.

**2.2.** Recipient shall provide (required are those marked with an ‘X’ in the table below) (each, a “Service Area” and collectively, the “Service Areas”):

	Required if marked by “X”
Screening Assessments in accordance with OAR 944-010-0030.	
Comprehensive Behavioral Health Needs Assessment in accordance with OAR 944-010-0040	X
Ongoing peer counseling and support from screening and assessment through implementation of individual intervention plans in accordance with OAR 944-010-0050.	
Harm reduction services and information and education about harm reduction services in accordance with OAR 944-010-0060	X
Low-barrier substance use disorder treatment in accordance with OAR 944-010-0070.	X
Transitional and supportive housing for individuals with substance use disorders in accordance with OAR 944-010-0080.	

**2.3.** Recipient shall ensure that the Service Areas are conducted in accordance with the Act and Oregon Administrative Rules (OAR) 944, Division 010 (the “**Rules**”).

**2.4.** Recipient shall, in accordance with OAR 944-010-0020(1)(b), maintain, implement, and formalize organizational policies and procedures that detail how it will operate and offer services.

**2.5. Additional Performance Requirements.**

- Recipient must use evidence-based practice(s) or Tribal-based practices, or both, to meet the needs of the community Recipient serves.
- Recipient must assure that clients who are Black, Latinx, Native American, LGBTQIA2S+, Asian, Pacific Islander, houseless, incarcerated, veterans, or have lived experience of substance use disorder can access intersectional, culturally and linguistically specific and responsive services within 48 hours of seeking services.

**3. Secretary of State Audit; Records Retention.**

The State of Oregon has a statutory obligation to provide services at the highest level of desired effectiveness at the lowest possible cost. It is the responsibility of the Secretary of State Audit Division to conduct performance audits of state agencies (each, an “**Audit**”), including Grantor, in part to identify whether or not the agencies are meeting these requirements. This also includes individual departments, commissions, and boards, including OAC. The Division of Audits will follow established, national standards, such as those of the United States Government Accountability Office, when completing performance audits. Grantor requires its grant recipients to adhere to certain requirements for record retention and provide access to all documentation related to the performance of services, in order to meet its obligations with respect to Secretary of State audits.

The distribution of funding and delivery of services has become more interrelated and interdependent between government, NGOs, and other service providers such that the decision as to what records are retained or destroyed is a matter of statewide public policy. The interest and concern of citizens in public records recognizes no jurisdictional boundaries and extends to such records wherever they may be found in Oregon. As local programs become beneficiaries of state-provided funding, the State of Oregon and its political subdivisions have a responsibility to apply orderly requirements for the retention and destruction of all public records, whether current or noncurrent, including financial information. As such, the same approach applies to the contractors, grant recipients, and other service providers.

The retention of records allows the state, including its agencies, councils, and boards to demonstrate distribution of funding and associated terms, conditions, goals, objectives, and expected outcomes of its contractors and recipients. The Audit Division will also examine financial records to determine adherence to Generally Accepted Accounting Principles (GAAP) or such other national standard as may be applied to service providers. Therefore, in addition to the requirements in Exhibit B.9 Records Maintenance, Access, Recipient shall provide or give access to Grantor and/or the Secretary of State Audits Division the Records, described in Exhibit B.9, within 5 business days of receipt of written notice to Recipient.

**4. Client Data Collection and Service Area Reporting**

**4.1.** Recipient must submit quarterly Service Area Reports (each, a “**Service Area Report**”) to Grantor through its online Portal. The Service Area Reports and the Expenditure Reports (as hereinafter defined) may be referred to herein collectively as “**Reports**” and individually as a “**Report**”. Recipient must

submit the Reports by the tenth day of the quarterly submission timeline throughout the duration of this Agreement.

**4.2.** Recipient shall, at a minimum, collect and report the following information in a Service Area Report as required in OAR 944-010-0090 to Grantor. Recipient shall also collect and report individual level demographic data on individuals served in accordance with OAR 950, Division 30.

**4.3.** In addition to the foregoing information, Grantor reserves the right to request any additional information as it may deem appropriate in the course of its grant administration responsibilities or as may be required in connection with an Audit.

**4.4.** Recipient's submission of the Reports to Grantor is a material term of this Agreement as Grantor's review and approval of the Reports is the primary method for verifying compliance under this Agreement. Each Report must be complete and satisfactory to Grantor. If requested by Grantor, Recipient must provide any additional information and supporting documents related to the Reports. If a Report is not complete or not received by the required date, the Report will be considered late. If Recipient fails to timely submit a Report or is repeatedly late in submitting the Reports to Grantor, Grantor may suspend disbursement of the Grant Funds and may exercise any other remedy hereunder as Grantor may determine is appropriate, including termination of this Agreement.

**Exhibit A  
Part 2  
Disbursement and Financial Reporting**

**1. Disbursement and Financial Reporting.**

a. Grantor no longer issues paper checks. To receive Grant Funds, 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://sharedsystems.dhsOAC.state.or.us/DHSForms/Served/me0189.docx> If Recipient already has EFT set up for any type of payment that comes from the Grantor, 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.

b. Grantor will disburse Grant Funds to Recipient, subject to the following:

i. Grant Funds may be expended only for costs that are directly and reasonably related to the Service Areas 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 Grantor attached hereto as Exhibit D (the “**Budget**”). The Budget may be revised, provided that Recipient must obtain advance written approval from OHA for any revision to the Budget. Any proposed changes that alter the scope or intent of the approved activities, or result in a cumulative budget adjustment within any Service Area, must receive approval from Grantor.

iii. 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.

c. Grantor will disburse the Grant to Recipient as follows:

<b>Disbursement Schedule for Recipient</b>	<b>Disbursement Amounts (Total for Recipient)</b>
Beginning July 1, 2025, equal payments will be disbursed on a quarterly basis for the upcoming quarter no later than the 10 <sup>th</sup> of the month at the start of the quarter.	\$213,750.00
<b>Total Payments for Recipient</b>	<b>\$3,420,000.00</b>

d. **Expenditure Reports.** Recipient must submit quarterly Expenditure Reports to document how the Grant Funds were used (each, an “**Expenditure Report**”). Receipts and other documentation for all Grant expenditures are required to be included with each Expenditure Report.

**EXHIBIT A**  
**Part 3**  
**Special Terms and Conditions**

**1. Vehicle funding request for grants:**

When Grant funds are to be used for purchase of a vehicle, as security for Recipient's performance of its obligations under this Agreement, Recipient shall grant to Grantor a security interest in all of Recipient's rights, title, and interest in and to the goods, i.e., the vehicle. Recipient agrees that from time to time, at its expense, Recipient will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Grantor may reasonably request, in order to perfect and protect the security interest granted or to enable Grantor to exercise and enforce its rights and remedies with respect to the vehicle. Recipient must forward by e-mail a copy of the title application showing Grantor as the Security Interest Holder to Grantor within five (5) calendar days of the acquisition from the seller.

Recipient shall submit a copy of the title application to OHA via. email at [HSD.Contracts@odhsoha.oregon.gov](mailto:HSD.Contracts@odhsoha.oregon.gov), with a CC to [M110.Grants@ohdsoha.oregon.gov](mailto:M110.Grants@ohdsoha.oregon.gov).

File Security Interest Holder information as follows:

Grantor c/o  
Oregon Health Authority  
Behavioral Health Division  
500 Summer Street NE, E86  
Salem, OR 97302

**2. Dedicated Use Requirement**

Vehicles purchased using Grant funds must be used to provide the services set forth in the Grant Agreement. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

**3. Removal of Liens**

The following steps describe the process for removal of liens prior to the expiration of the dedicated use period described in Section 2 of this Exhibit A, Part 3:

To release a vehicle title on which Grantor is listed security interest holder, Recipient must make a request in writing to Grantor. The request must specify why the vehicle is being disposed of and the intended use of any payments realized for the transaction. Grantor may approve or deny the request in its sole discretion.

## **EXHIBIT B**

### **Standard Terms and Conditions**

#### **1. Governing Law, Consent to Jurisdiction.**

This Agreement will 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 Grantor or any other agency or department of the State of Oregon and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will 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 Recipient and this Agreement. Without limiting the generality of the foregoing, 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 Recipient. Failure to comply with any of the foregoing requirements is grounds for termination of this Agreement.

#### **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.**

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 Grantor’s payment of grant funds under this Agreement is contingent on Grantor receiving appropriations, limitations, allotments and other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement.

- a. 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 Grantor 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 Grantor. In the event that EFT information changes or 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 Grantor. Recipient shall return all Misexpended Funds to Grantor promptly after Grantor’s written demand and no later than 15 days after Grantor’s written demand. Recipient shall return all Unexpended Funds to Grantor within 14 days after the termination or expiration of this Agreement, as applicable. Grantor, 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 or exercise any other remedy available to Grantor under this Agreement, including instituting an action or proceeding for damages.

#### **6. 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 Grantor is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), Grantor 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 Grantor 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 Grantor 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. Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Grantor had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with Grantor (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 Grantor in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of Grantor 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 Grantor 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.

## 7. **Default; Remedies; Termination.**

a. **Default by Recipient.** Recipient shall be in default (each, a "**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;
- (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 Grantor's notice or such longer period as Grantor may specify in such notice;
- (3) Recipient fails to return Misexpended Funds or Unexpended Funds as required under this Agreement;
- (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement; or
- (5) Recipient 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 Grantor's notice, or such longer period as Grantor may specify in such notice.

b. **Grantor's Remedies for Recipient's Default.** In the event Recipient is in Default

under this Agreement, Grantor may, at its option, pursue any or all the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement;
- (2) withholding all or part of monies not yet disbursed by Grantor 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.

These remedies are cumulative to the extent the remedies are not inconsistent, and Grantor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- c. **Default by Grantor.** Grantor shall be in default under this Agreement if Grantor 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 Grantor's Default.** In the event Grantor terminates this Agreement under Section 7.e.(1), or in the event Grantor is in default under Section 7.c. and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 7.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 Grantor be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. **Termination.**
  - (1) **Grantor's Right to Terminate at its Discretion.** At its sole discretion, Grantor may terminate this Agreement:
    - (a) For its convenience upon 30 days' prior written notice by Grantor to Recipient;
    - (b) Immediately upon written notice if Grantor fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantor, 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 Grantor's support of the program under this Agreement is prohibited or Grantor 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) **Grantor's Right to Terminate for Cause.** In addition to any other rights and remedies Grantor may have under this Agreement, Grantor may

terminate this Agreement immediately upon written notice to Recipient, or at such later date as Grantor may establish in such notice, if Recipient is in Default.

- (3) **Recipient’s Right to Terminate at its Discretion.** At its sole discretion, Recipient may terminate this Agreement for its convenience upon 90 days’ prior written notice by Recipient to Grantor.
- (4) **Recipient’s Right to Terminate for Cause.** Recipient may terminate this Agreement upon 30 days’ prior written notice to Grantor or at such later date as Recipient may establish in such notice, if Grantor is in default under Section 7.c. and Grantor fails to cure such default within 30 calendar days after Grantor receives Recipient’s notice or such longer period as Recipient may specify in such notice.
- (5) **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.
- (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 Grantor, Grantor expressly directs otherwise.

**8. Insurance.**

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

**9. 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 Grantor 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.

**10. 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 Grantor or OHA computer system or other Grantor or OHA Information Asset for which Grantor or OHA imposes security requirements, and Grantor or OHA grants Recipient or its subcontractor(s) access to such Grantor or 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.

**11. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of Grantor. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Grantor. No approval by Grantor of any assignment or transfer of interest shall be deemed to create any obligation of Grantor 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.

**12. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the Service Areas supported by this Agreement without Grantor's prior written consent. Recipient's subcontract must be consistent with this Agreement with regard to any duties or obligations that are subcontracted. Grantor's consent to any subcontractor shall not relieve Recipient of any of its duties or obligations under this Agreement.

**13. No Third-Party Beneficiaries.**

Grantor 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 will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties any greater than the rights and benefits enjoyed by the general public unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**14. 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 this Agreement did not contain the particular term or provision held to be invalid.

**15. 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 Grantor 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 on 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 Recipient, or on the next business day if transmission was outside normal business hours of 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 will be deemed effective when actually delivered to the addressee.

**Grantor:**

Oregon Health Authority  
Behavioral Health Division  
500 Summer St SE, E86  
Salem, Oregon 97301

**16. Headings; Interpretation; Survival.**

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. The rights and remedies of Grantor provided for in this Agreement, which by their nature are intended to survive termination of this Agreement, will survive the termination of this Agreement.

**17. 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. 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.

**18. 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 Service Areas provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

**19. 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.

**EXHIBIT C**  
**Insurance Requirements**

Recipient shall obtain at Recipient’s expense the insurance specified in this Exhibit C on or before the Effective Date and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Recipient 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 Grantor. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

**1. WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Recipient, 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). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state’s workers’ compensation law, Recipient 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 Recipient and Recipient’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 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 Recipient'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 Recipient'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:**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Grantor or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantor has received a waiver of subrogation endorsement from Recipient or Recipient'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, Recipient 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) Recipient's completion and Grantor's acceptance of all Services required under this Agreement, or, (ii) Grantor or Recipient termination of this Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

**8. CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall provide to Grantor 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 Grantor 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:**

Recipient or its insurer must provide at least 30 days' written notice to Grantor 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 Grantor under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and Grantor.

**11. STATE ACCEPTANCE:**

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

**EXHIBIT D  
Grantor-Approved Budget**

<b>NTE</b>	<b>\$3,420,000.00</b>								
<b>Service Area Totals</b>	<b>\$0.00</b>	<b>\$1,182,700.12</b>	<b>\$2,216,613.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,686.20</b>	<b>\$3,420,000.00</b>		
<b>Cost Categories / Service Categories</b>	<b>Screenings</b>	<b>Assessments</b>	<b>SUD Treatment</b>	<b>Peer Support</b>	<b>Housing</b>	<b>Harm Reduction</b>	<b>Line Total</b>	<b>Optional Narrative</b>	
<b>Personnel Costs</b>									
1.0 FTE CADC (HS Specialist 1), Sal & Ben		\$481,354.04					\$481,354.04	This staff will be responsible for completing comprehensive behavioral health needs assessments.	
1.0 FTE CADC (HS Specialist 1), Sal & Ben		\$481,354.04					\$481,354.04	This staff will be responsible for completing comprehensive behavioral health needs assessments.	
1.0 FTE RN2 (Registered Nurse 2), Sal & Ben			\$573,772.68				\$573,772.68	This staff will assist with low-barrier substance use treatment.	
<b>Total</b>	<b>\$0.00</b>	<b>\$962,708.08</b>	<b>\$573,772.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,536,480.76</b>		
<b>Program Staff Training Costs</b>									
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Services &amp; Supplies Costs</b>									
Materials and Services, Related to Personnel Costs		\$112,473.85	\$56,236.92				\$168,710.77	Materials and Services include: Program Supplies; Publications; Advertisements; Educational Materials; Small Equipment Purchases, Maintenance and Leases; Data Processing and Audit Charges; Contract Expenses for Telehealth Platforms, Online Training Software, and Janitorial Services; Telephone and Computer Costs; Postage; Mileage and Vehicle Use Costs; Rent and Utilities; and Internal Charges for Insurance, Payroll, HR, Legal, and IT.	
Narcan for MAT Clients						\$20,686.20	\$20,686.20	Narcan expenses for MAT clients. Budget includes 115 doses at \$44.97 per dose, per year, totaling \$20,686.20.	
Sublocade			\$100,826.00				\$100,826.00	The budget for Sublocade includes 11 doses in year 1, 12 in year 2, 13 in year 3, and 14 in year 4, at \$2,016.52 per dose, totaling \$100,826.	
Detox Operating Costs, 3 Months			\$770,123.65				\$770,123.65		
Residential Operating Costs, 3 Months			\$652,653.46				\$652,653.46		
<b>Total</b>	<b>\$0.00</b>	<b>\$112,473.85</b>	<b>\$1,579,840.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,686.20</b>	<b>\$1,713,000.08</b>		
<b>Vehicle</b>									
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Administrative Costs - 10% Max</b>									
Administrative Costs, Related to Personnel Costs		\$107,518.19	\$63,000.96				\$170,519.15		
<b>Total</b>	<b>\$0.00</b>	<b>\$107,518.19</b>	<b>\$63,000.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,519.15</b>		
<b>Service Area Totals</b>	<b>\$0.00</b>	<b>\$1,182,700.12</b>	<b>\$2,216,613.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,686.20</b>	<b>\$3,420,000.00</b>		