

POLK COUNTY BOARD OF COMMISSIONERS

DATE: December 20, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

1. **CALL TO ORDER AND NOTE OF ATTENDANCE**
2. **ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Grand Ronde Sanitary District Board is meeting on December 20, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
3. **COMMENTS (for items not on this agenda and limited to 3 minutes)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM December 13, 2023**
6. **APPROVAL OF CONSENT CALENDAR**

CONSENT CALENDAR

- (a) Polk County Contract No. 23-236 (Amendment 1 to 18-128), Alyrica Networks (Dean Bender, Emergency Management Manager)
- (b) Polk County Contract No. 23-237 (Amendment 1 to 22-240), Oregon Health Authority (Rosana Warren, Behavioral Health)
- (c) Polk County Contract No. 23-238 (Amendment 12 to 22-03), Oregon Health Authority (Rosana Warren, Behavioral Health)
- (d) Polk County Order No. 23-12, In the Matter of Reassigning and Adjusting the Boundaries of the Polk County Ambulance Service Areas (Morgan Smith, County Counsel)

THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION PURSUANT TO ORS 192.660.

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES December 13, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Pope were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Grand Ronde Sanitary District Board is meeting on December 20, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF December 6, 2023

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF December 6, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. ALYRICA NETWORKS RURAL BROADBAND PROJECT

Madison Yock & Jason Richards, Alyrica Networks, presented to the Board a PowerPoint presentation that went over the current state of their project, future plans, and a project proposal. Mr. Dotson went over a map that showed their progress from 2020 until present time and shared data on how many residents they are currently serving in Polk County. Commissioner Pope asked if they can confirm the numbers that they are sharing and Mr. Dotson said yes they are confirmed. Ms. York then went over a project proposal in the Eola Hills area that could provide service to 172 of the 182 addresses that currently do not get internet service. Project cost would be \$150,000 plus match and she shared some funding opportunities that they feel would be perfect for them to apply for. Commissioner Gordon asked about the ARPA funding and if they are open to be used for fixed wireless and Ms. Yock answered his question. Commissioner Gordon asked them to provide their input on and challenges or barriers they have had while working on this project and Mr. Dotson answered his question. The Commissioners commended and thanked them on their great work and on continuing to work to get members in the rural area service. Commissioner Pope wanted to affirm what Commissioner Mordhorst and Commissioner Gordon just stated and he also wanted to recognize the technology Tarana G1 and how well that has been working in rural area. Commissioner Pope also wanted to state for the record that yes there are areas with better service, but there are still going to be area that may not be able to get service. Commissioner Pope asked them to talk more about their rates versus other providers and Mr. Dotson answered his question.

8. AMBULANCE SERVICE AREA (ASA) DISCUSSION

Commissioner Gordon started by thanking everyone for their hard work and cooperation on this subject. He then stated that the record for the 11/29/2023 Public Hearing is closed and that the Board would now be discussing the Ambulance Service Area (ASA). Greg Hansen, Administrative Officer, provided a recap of what was discussed and stated that the Board worked with the Polk County GIS team to create a proposed map that would be based off of what testimony was received from the City of Dallas, SW Polk, the public and what the Board and staff feel would be the best option. Mr. Hansen went over the map with the Board and public and how they came to that decision. Commissioner Pope stated that this has been a long project that he has been apart of and gave his recap of his involvement and decision making on this proposed map. Commissioner Pope stated that he supports this map and wanted to thank Eric McAvoy, Polk County GIS Manager, for doing a great job with creating this. Commissioner Gordon also supports the proposed map and explained his reasons why. Commissioner Mordhorst also supports the proposed map and explained his reasons why. All the Commissioners commend the ASA providers for always working together in order to serve and protect the citizens. Commissioner Pope stated for the record that if anyone from the public has an issue with where the response teams park their vehicles, that they need to contact the fire district that they reside in as the Commissioners have no control over that.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO ACCEPT THE PROPOSED MAP AND DIRECT STAFF TO TAKE THE NEXT STEPS.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract No. 23-232, Oregon Health Authority
(Rosana Warren, Public Health)

There no need for an executive session and Commissioner Gordon adjourned the meeting at 9:41 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: December 20, 2023

AMENDMENT #1

To

Polk County Fishback Tower Space Lease Agreement
between
Polk County and Alyrica Networks Inc.

WHEREAS, Polk County and Alyrica Networks Inc. previously entered into a tower space lease agreement on October 10th, 2018 for the use of its communications tower located at 13175 Fishback Road, Monmouth, Oregon; and

WHEREAS, Polk County and Alyrica desire to modify the existing Agreement in order for Alyrica to add an additional communications panel antenna on their existing tower mount located at the 75' location on the tower;

NOW THEREFORE, in consideration of the mutual benefits and obligations set for herein, the parties agree as follows:

- 1) Alyrica will add one additional communications panel antenna to their existing mount located at the 75' level – see attached Exhibit “D”;
- 2) Alyrica will install all necessary cabling from this new antenna panel to the communications bunker building at the base of the tower;
- 3) Radio System charges will increase accordingly with the additional antenna being installed at the 75'. The new quarterly rate will be \$731 effective January 1st, 2024.
- 4) All other conditions of the agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment #1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below: (see page 2 of 2)

POLK COUNTY SIGNATURE SECTION

APPROVAL RECOMMENDED BY:

APPROVED BY:



Emergency Manager and
Communications/Site Manager Date
12-11-2023



County Administrative Officer Date
12-11-23

LEGAL APPROVAL:

BOARD APPROVAL:




Polk County Legal Counsel Date
12-11-23

Board of Commissioners - Chair Date

ALYRICA NETWORKS INC. SIGNATURE SECTION

APPROVED BY :

APPROVED BY:



Matt Scruggs
Alyrica Networks
Tower Manager
541-609-7663 Date
12/11/2023



Date
12/11/23

Danielle Wilks



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Behavioral Health Consent Calendar Date: December 20, 2023
Contractor Name: Oregon Health Authority
Address: 500 Summer Street SE, E86
City, State, Zip: Salem, OR 97301
Effective Dates - From: January 01, 2024 Through: June 30, 2025
Contract Amount: \$450,000.22

Background:

The Oregon Health Authority provided funding for the Behavioral Health Resource Network (BHRN), with the goal to provide an array of services, including linkage to drug treatment and recovery services to Polk County residents through Measure 110. This is the first amendment to the initial contract award from the state IGA 176691 (No. 22-140).

Discussion:

Amendment 1 is the reflection of an approved budget extension request to extend funding for an additional 18 months to align with the CARES center project timeline. The CARES center will be expected to house the Behavioral Health Resource Network amongst other services.

Fiscal Impact:

The total award for this amendment is \$3,528,773.22, which are the unspent funds of the original award carried over to FY 24-25. The total net gain from this amendment is \$450,000.22.

Recommendation:

It is recommended that Polk County sign amendment 1 to IGA 176691 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____
Name: _____ E-mail: _____

**Grant Agreement Number 176691-1****STATE OF OREGON
AMENDED AND RESTATED 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-OAC.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Amended and Restated Grant Agreement (this “Agreement”) fully amends and restates Grant Agreement Number **176691** (as it may have been modified, the “Original Agreement”) between the State of Oregon, acting by and through its Oversight and Accountability Council, which is staffed by the Oregon Health Authority (OHA), Health System Division:

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

hereinafter referred to as “OAC,” and

**Polk County Health Services
182 SW Academy St, Ste 204
Dallas, Oregon 97338
Attention: Jennifer Lief
Telephone: 503-623-9289
E-mail address: hs.contracts@co.polk.or.us**

hereinafter referred to as “Recipient.”

1. Effective Date and Duration.

This Agreement fully replaces and supersedes the Original Agreement as of the date this Agreement has been fully executed by every party and, when required, approved by the Oregon Department of Justice (the “Effective Date”). As of the Effective Date, the rights and obligations of the parties under the Original Agreement will be governed by this Agreement. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. Agreement termination shall not extinguish or prejudice OAC’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
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget
- (7) Attachment 1: Template Memorandum of Understanding
- (8) Attachment 2: Template Declaration of Restrictive Covenants

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 as incorporated therein), and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement (including any amounts paid to Recipient under the Original Agreement), which includes any allowable expenses, is **\$3,528,773.22**. OAC 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 under this Agreement until this Agreement has been signed by all Recipient(s) and, when required, approved by the Oregon Department of Justice. OAC 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, OAC’s determination is that:

- Recipient is a subrecipient
- Recipient is a contractor
- Not applicable

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

5. Recipient Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Street address: 182 SW Academy Street

City, state, zip code: Dallas, OR 97338

Email address: hs.contracts@co.polk.or.us

Telephone: (503) 623-9289 Facsimile: (503) 831-1726

Business Designation: *(Check one box):*

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

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 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) 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 OAC 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.

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

Polk County Health Services

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oversight and Accountability Council

By:

Authorized Signature

Printed Name

OAC Tri-Chair

Title

Date

Authorized Signature

Printed Name

OAC Tri-Chair

Title

Date

Authorized Signature

Printed Name

OAC Tri-Chair

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Lisa Udland, Assistant Attorney General

10/12/2023

Department of Justice

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 (hereinafter referred to as “Measure 110” or the “Act”), which became effective on December 4, 2020, to better serve people actively using substances or diagnosed with a substance use disorder. Effective in July, 2021, the Legislature amended the Act with Senate Bill (SB) 755 (Regular Session 2021) (hereinafter referred to as SB 755). People who provide drug treatment and recovery services and advocates for criminal justice reform wrote Measure 110 in response to the high rate of drug addiction and overdoses in Oregon, and the disproportionate impact of those outcomes on Oregon’s communities of color and tribal communities. Their goal was to establish a more equitable and effective approach to substance use disorder. The OAC and the Oregon Health Authority (“OHA”) agree with the advocates and voters that a holistic, health-based approach to addressing addiction and overdoses is more helpful, caring and cost-effective than punishing and criminalizing people who need help.

Measure 110 centers on equity, based on the knowledge that communities of color and tribal communities are disproportionately harmed by laws that criminalize drug possession. People in these communities are less likely to have access to culturally and linguistically specific and responsive services (and health services, generally), and experience greater harm from using drugs. Measure 110 makes health assessment, low-barrier access to care, low barrier treatment, harm reduction, and recovery services available to all those who need and want access to those services, and will make it a priority to provide additional support and assistance to people and communities who experience a higher burden of disease in order to access these critical services.

Measure 110 established the Oversight and Accountability Council (“OAC”). The OAC oversees grant funds and approves grants for providers and servicers who meet the criteria for a Behavioral Health Resource Network (“BHRN”) that will ensure an increase in access to care for all communities, including communities who have disproportionately been impacted by rates of incarceration.

2 Purpose

As a part of the OAC’s effort to increase substance use treatment and support services statewide and to improve access, the OAC is funding at least one BHRN for each county and is providing funding for each of the nine federally recognized tribes. All services provided through these networks, previously referred to as Addiction Recovery Centers (“ARCs”), now called BHRNs, must be evidence-informed, trauma informed, culturally and linguistically specific and responsive, person-centered and nonjudgmental.

A “Behavioral Health Resource Network” (BHRN) means an entity or network of entities that receives funds from the OAC through OAC under ORS 430.389(2)(a). The BHRNs will

provide services to all¹ in need of treatment and support for substance use concerns, including but not limited to: housing, harm reduction, peer support, supported employment and substance use disorder treatment. They will also assist people who have received a Class E violation for possession of a personal use amount of substances in the process of waiving the fine and accessing requested substance use support and other services.

Each grant recipient to receive funding as a BHRN shall fulfill all applicable requirements of ORS 430.389(2)(d) and be able to provide evidence of the basic operational requirements outlined in the OAC rules, OAR 944, Division 1, to be eligible to receive Drug Treatment and Recovery Services Funds. Each grant recipient must provide one or more of the component services specified in ORS 430.389(2)(d)², on and after January 1, 2024, *renumbered as* ORS 430.389(2)(e). OAC and OHA will provide assistance to help grant recipients to partner with other organizations in the county, so that each county BHRN collectively fulfills all the requirements of ORS 430.389(2)(d), on and after January 1, 2024, *renumbered as* ORS 430.389(2)(e).

3 Program Activities

- 3.1 Recipient’s program activities shall be free of charge to clients, regardless of the client’s ability to pay or insurance status. Services provided must be accessible at no cost to all people, including those who experience substance use disorder, without need for referral or designated pathway to recovery. Recipient will bill insurance for services where insurance is available, but Recipient will not bill any client for any balance. BHRN entities cannot delay services for purposes of billing insurance or awaiting processing of any such billing.
- 3.2 Recipient shall ensure that BHRN program activities conducted by Recipient are conducted in accordance with ORS 430.389(2)(d), on and after January 1, 2024, renumbered as ORS 430.389(2)(e) and OAR 944-001-0020 (Operational, Policy, and Service and Support Requirements of Behavioral Health Resource Networks), as the foregoing may be amended from time to time.

3.3 BHRN Grant Activities –

Recipient shall provide (required are those marked with an ‘X’ in the table below):

	Required if marked by “X”
Screening Assessments in accordance with OAR 944-001-0020(3)(a); OAR 944-001-0020(4); and OAR 944-001-0020(5).	X

¹ “It is the policy of the State of Oregon that screening, health assessment, treatment and recovery services for drug addiction are available to all those who need and want access to those services.” ORS 430.389.

² The Oregon legislature passed HB 2513 during the 2023 legislative session, which goes into effect on January 1, 2024. See Oregon Laws 2023, chapter 248. The provisions in ORS 430.389 were renumbered by HB 2513 and on and after January 1, 2024, ORS 430.389(2)(d) is 430.389(2)(e).

Comprehensive Behavioral Health Needs Assessment in accordance with OAR 944-001-0020(3)(b).	X
Ongoing peer counseling and support from screening and assessment through implementation of individual intervention plans in accordance with OAR 944-001-0020(3)(c) and assessment and outreach in accordance with ORS 430.389(2)(d)(E), on and after January 1, 2024, <i>renumbered as</i> ORS 430.389(2)(e)(E). These include services provided by the following certified peer professional types: (i) Addiction Peer Support Specialists certified under OAR 410 Div 180; (ii) Addiction Peer Wellness Specialists certified under OAR 410 Div 180; (iii) Certified Recovery Mentors certified by the Mental Health and Addiction Certification Board of Oregon; and (iv) Youth Support Specialists certified under OAR 410 Div 180.	X
Harm reduction services and information and education about harm reduction services in accordance with OAR 944-001-0020(3)(d)	X
Low-barrier substance use disorder treatment in accordance with OAR 944-001-0020(3)(e), including assessment and outreach in accordance with ORS 430.389(2)(d)(E), on and after January 1, 2024, <i>renumbered as</i> ORS 430.389(2)(e)(E).	X
Transitional and supportive housing for individuals with substance use disorders in accordance with OAR 944-001-0020(3)(f)	X
Supported employment	X

4 Reporting Requirements

4.1 Financial recordkeeping and reporting

In general, the State of Oregon has a statutory obligation to provide services at the highest level of desired effectiveness at the lowest possible cost. (ORS 297.065(1)). It is the responsibility of the Secretary of State Audit Division to conduct performance audits of state agencies, including OAC, in part to identify whether or not the agencies are meeting these requirements. This also includes individual departments, commissions, and boards. The Division of Audits will follow established, national standards, such as those of the United States Government Accountability Office, when completing performance audits. (ORS 297.070(1))

Oversight and Accountability Council must include its contractors, grant recipients, and governmental entities, including but not limited to municipal corporations, in its compliance with the statutes and rules governing such audits. Therefore, OAC requires those receiving public

funding for the delivery of program or other services to adhere to certain requirements for record retention and provide access to all documentation related to the performance of services.

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.10, Records Maintenance, Access, Recipient shall provide or give access to OAC, OHA and/or the Secretary of State Audits Division the Records, described in Exhibit B.10, within 5 business days of receipt of written notice to Recipient.

4.2 Client Data Collection and Reporting

4.2.1 Recipient shall, at a minimum, collect and report the following information to OHA and OAC no later than the deadlines established from time to time by the OAC with notice to Recipient and in substantially the form and manner prescribed by OHA, if any:

- Number of clients with substance use disorder receiving services from Recipient.
- Average duration of client participation and client outcomes
- The number of individuals seeking assistance from Recipient who are denied or not connected to substance use disorder treatment and other services; and the reasons for the denials
- The average time it takes for clients to access services and fulfill their individual intervention plan and the reason for any delays, such as waiting lists at referred services
- Whether the average time to access services to which clients are referred, such as housing or medication assisted treatment, has increased or decreased since Recipient received funding
- Demographic data on clients served, including self-reported demographic data on race, ethnicity, language, and disability, and other demographic information in accordance with OAR Chapter 950, Division 030.

4.3 Recipient shall provide the data required to be collected and reported under section 4.2 in accordance with OAC and OHA instructions established from time to time with notice to Recipient, which can currently be found at the following website, under the BHRN Grantee

Resources, Data collection and reporting link:

<https://www.oregon.gov/oha/hsd/amh/pages/measure110.aspx>.

5 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 shall ensure services are in accordance with OAR 944-001-0020(2)(c) and (d)³, as may be amended;
- Recipient assures 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.
- Recipient complies with ADA requirements for housing services.
- In accordance with OAR 944-001-0030(2), Recipient shall execute and submit to OHA, and maintain in effect during the term of this Agreement, a fully executed Memorandum of Understanding (MOU), substantially in the form attached hereto as Attachment 1, or in another form that complies with OAR 944-001-0030(2) and (3), as specified in Section 6. Recipient shall maintain the MOU in effect during the term of this Agreement and shall provide notice as soon as practicable to OHA of any material changes to the MOU, including but not limited to any changes to the parties to the MOU and any changes to the MOU to comply with amendments from time to time to OAR 944-001-0030(2) and (3). Any such notice to OHA shall include a copy of the fully executed MOU, as amended.
- Recipient must, to the greatest extent possible, seek reimbursement for services provided from a client's health insurer, including but not limited to the Oregon Health Plan and private insurers.

6 Grant Milestones

- Submission of MOU(s) to OHA and OAC: 30 calendar days of effective date of the Original Agreement.
- Recipient must submit the policies and procedures required by OAR 944-001-0020(2) to OHA and OAC within 90 days of effective date of the Original Agreement. Submission of Data and Reports – See Section 4. Reporting Requirements in Exhibit A Part 1 Program Description.

³ OAR 944-001-0020(2)(c) and (d), as of the Agreement effective date, says operational and policy requirements must include, “(c) An individual who is authorized to perform peer delivered supports, mentoring, and recovery services or a certified alcohol and drug counselor who is available in-person, by phone, or electronically 24 hours a day, seven days a week for anyone contacting the BHRN;” and “(d) Posting regular office hours, access information for the 24-hour telephonic line, and electronic access to the BHRN's website, and each component organization's website. Each BHRN entity does not need to maintain a website as long as the information is available on the OAC website.”

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

1. Payment and Financial Reporting.

- a. OAC no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at: <https://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 Oregon Health Authority or OAC, 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. OAC 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 services 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 OAC, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient, provided that Recipient must obtain advance written approval from OHA for any revision to Recipient’s budget that would result in a cumulative change to any budget category of less than 25% of the not-to-exceed amount of the grant and must obtain advance written approval from OAC for any revision to Recipient’s budget that would result in a cumulative change to any budget category of 25% or more of the not-to-exceed amount of the grant.
 - 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.

- c. OAC will disburse the grant funds to Recipient as follows:

Disbursement Schedule for Recipient		Disbursement Amounts (Total for Recipient)
Original awarded NTE amount for grant period July 1, 2022 through December 31, 2023 (including, if applicable, the January 2024		\$3,078,773.0

payment for the last quarter of 2023)		
Beginning January 1, 2024, equal payments shall be disbursed on a quarterly basis for the upcoming quarter no later than January 10, 2024; April 10, 2024; July 10, 2024; October 10, 2024; January 10, 2025; and April 10, 2025.		\$75,000.04 quarterly
Total Payments for Recipient		Not-to-exceed \$3,528,773.22

- d. Notwithstanding subsection I above, OHA may, in its sole discretion: (i) withhold from any payments to Recipient (including by adjusting the amount of quarterly payments otherwise due to Recipient to account for such withholding) any amounts in Recipient's budget intended for use for purchase of or improvements to real property, pending compliance by Recipient with any applicable requirements set forth in Exhibit A, Part 3, Section 1 of this Agreement; (ii) accelerate any payments to Recipient (including by adjusting the amount of quarterly payments otherwise due to Recipient to account for such acceleration) for any amounts in Recipient's budget intended for use for purchase of or improvements to real property, subject to compliance by Recipient with any applicable requirements set forth in Exhibit A, Part 3, Section 1 of this Agreement; or (iii) in the event of an increase or decrease in any amounts in Recipient's budget intended for use for purchase of or improvements to real property, adjust the amount of any payments to Recipient to account for such increase or decrease.

EXHIBIT A

Part 3 Special Terms and Conditions

- 1. Real Property Purchase, Renovation, or Improvement.** Except as otherwise expressly agreed by OHA in writing, when grant funds under this Agreement in the amount of \$10,000 and above are to be used for purchase of or improvements to real property, Recipient shall, prior to such expenditure, notify OHA and execute a Declaration of Restrictive Covenants to secure such real property or improvements. The Declaration of Restrictive Covenants shall be substantially in the form attached to this Agreement as Attachment 2 and shall be filed, at the Recipient's expense, in the real property records of each county in which the real property is located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in force and effect until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants, and the Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement.

Vehicle funding request for grants:

- 2.** When OAC payments in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the Recipient's performance of its obligations under this Agreement, the Recipient grants to OAC a security interest in all of the Recipient's rights, title, and interest in and to the goods, i.e., the vehicle. The Recipient agrees that from time to time, at its expense, the Recipient will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OAC may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OAC to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. Recipient must forward by e-mail a copy of the title application showing the OAC c/o Oregon Health Authority, Health Systems Division as the Security Interest Holder to OAC within five (5) calendar days of the acquisition from the seller.

Recipient shall submit copy of the title application to OHA via. email at HSD.Contracts@odhsoha.oregon.gov, with a CC to M110.Grants@odhsoha.oregon.gov.

File Security Interest Holder information as follows:

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

3. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OAC approved the payments. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

4. 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 4 of this Exhibit A, Part 3:

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

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 OAC 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, 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. 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 OAC's payment of grant funds under this Agreement is contingent on OAC receiving appropriations, limitations, allotments and other expenditure authority

sufficient to allow OAC, 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 OAC 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 OAC. 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 (including funds disbursed to Recipient prior to the Effective Date under the Original 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 OAC. Recipient shall return all Misexpended Funds to OAC promptly after OAC’s written demand and no later than 15 days after OAC’s written demand. Recipient shall return all Unexpended Funds to OAC within 14 days after the termination or expiration of this Agreement, as applicable. OAC, 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 OAC 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 OAC's notice or such longer period as OAC 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 OAC's notice, or such longer period as OAC may specify in such notice.
- b. OAC's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OAC 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 OAC 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 OAC 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 OAC. OAC shall be in default under this Agreement if OAC 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 OAC's Default. In the event OAC terminates this Agreement under Section 8.e.(1), or in the event OAC 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 OAC be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

e. Termination.

- (1) OAC's Right to Terminate at its Discretion. At its sole discretion, OAC may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OAC to Recipient;
 - (b) Immediately upon written notice if OAC fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OAC, 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 OAC's support of the program under this Agreement is prohibited or OAC 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) OAC's Right to Terminate for Cause. In addition to any other rights and remedies OAC may have under this Agreement, OAC may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OAC 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 OAC or at such later date as Recipient may establish in such notice, if OAC is in default under Section 8.c. and OAC fails to cure such default within 30 calendar days after OAC 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 OAC all of OAC'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 OAC, OAC 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 OAC 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 OAC or OHA computer system or other OAC or OHA Information Asset for which OAC or OHA imposes security requirements, and OAC or OHA grants Recipient or its subcontractor(s) access to such OAC 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.

12. Assignment of Agreement, Successors in Interest.

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

assignment or transfer of interest shall be deemed to create any obligation of OAC 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 OAC's prior written consent. In addition to any other provisions OAC may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OAC 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. OAC's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. No Third Party Beneficiaries.

OAC 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 OAC 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.

OAC:

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.

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 OAC. 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 OAC 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 OAC 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 OAC's acceptance of all Services required under this Agreement, or, (ii) OAC 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 OAC 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

OAC 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 OAC 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 OAC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OAC.

11. STATE ACCEPTANCE:

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

EXHIBIT D

[OAC-Approved Budget]

Grant Agreement #:	176691
Contract Not-to-Exceed Amount:	\$3,078,773.00
County Name:	Polk
Organization Name:	Polk County

Grant Extension Budget Request	Line Item Narratives
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Personnel Costs	
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Previous Grant Budget Amount (22-23)	\$1,568,043.00		Narrative of Projected Spend
Projected Spend Through 2023	\$350,000.00		We hit a delay with getting our Welcome Center completed and a solution has been found and we are hoping to break ground soon. We will be combining funds for the building and I'm estimating \$500,000 of our capital.
Grant Extension Request Budget Line Items (24-25)			Personnel Narrative
You may include COLA adjustments in this category			We are moving towards having our team up and fully running. Adding Dually Credentialed QMHP back to offer assistance and support to staff and community members.
5 CRMs/Peers - 18 Months - Salary & Benefits	\$752,897.60		
1 OS Staff/Receptionist - 18 Months - Salary & Benefits	\$130,594.88		
.2 Division Manager - 18 Months - Salary & Benefits	\$55,226.08		
.5 Peer Supervisor - 18 Months - Salary & Benefits	\$94,159.52		
1 Case Manager - 18 Months - Salary & Benefits	\$156,000.00		
.5 Data Analyst - 18 Months - Salary & Benefits	\$70,203.12		
.35 Dually Credentialed QMHP	\$66,969.00		
Total Jan 24 - June 25	\$1,326,050.20		

Program Staff Training Costs	
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Previous Grant Budget Amount (22-23)	\$0.00		Narrative of Projected Spend
Projected Spend Through 2023			Funding was removed in prior budget submission due to required budget cuts.

Grant Extension Request Budget Line Items (24-25)			Program Staff Training Narrative
5 THW Training Budgets @ \$2,000/each	\$10,000.00		We would like to support our THWs with attending in person trainings.
Total Jan 24 - June 25	\$10,000.00		

Services & Supplies Costs	
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Previous Grant Budget Amount (22-23)	\$297,066.00		Narrative of Projected Spend
Projected Spend Through 2023	\$100,000.00		Mos spending will take place once Welcome Center is built
Grant Extension Request Budget Line Items (24-25)			Services & Supplies Narrative
Please include all direct services and supports provided to clients.			Due to budget cuts we did not include any hotel or rental assistance in our original request. Adding it in now at \$1,000 per month - though I'm not sure we will be able to limit it that amount with current guidelines. Moving funds from prior Staff Costs.
Transportation Costs @ \$1,000/mo	\$18,000.00		
Staff Technology/Communication for TWH @ \$75/mo	\$6,750.00		
Community Technology/Furnishing for Welcome Center	\$246,000.00		
Contingency Management - at \$500/mo	\$9,000.00		
Curriculum - Ready to Rent, Employment Skills, Lifeskills	\$90,000.00		
Naloxone Kits - No cost			
Rental Assistance/Hotel @ \$1,000/mo	\$18,000.00		
Total Jan 24 - June 25	\$387,750.00		

Capital Outlay Costs		
Projected Spend through 2025 for EXISTING Capital Projects Only	\$1,213,664.00	Narrative of Projected Spend We will breaking ground on our building this summer. Prior location was not well received by public.
Administrative Costs		
Previous Grant Budget Amount (22-23)	\$0.00	Narrative of Projected Spend (Empty)
Projected Spend Through 2023		
Grant Extension Request Budget Line Items (24-25)		Administrative Narrative Due to prior budget constraints no admin was allocated. Reduced Admin by \$31,071 to maintain original budget less Capital Outlay.
Would like to add 10% Admin Costs in	\$141,309.02	
Total Jan 24 - June 25	\$141,309.02	



Behavioral Health Measure 110

Grant Agreement #:	176691-0
County:	Polk
Organization Name:	Polk County

Extension Summary		
Current Grant Period (7/1/22 through 12/31/23)		
Current NTE	\$ 3,078,773.00	NTE (Not to Exceed) for current grant period
Projected Spend	\$ 1,663,664.00	The projected spend reported in your extension budget submission. Can be seen on Extension Budget tab
Carryover	\$ 1,415,109.00	Current NTE minus Projected Spend
Extension Period (1/1/24 through 6/30/25)		
Projected Budget	\$ 1,865,109.22	Projected expenses from your extension budget submission. Can be seen on Extension Budget tab
Carryover from First Period	\$ 1,415,109.00	From above calculation
Funds Needed for New Period	\$ 450,000.22	Projected expenses minus carryover
Total 36 month NTE	\$ 3,528,773.22	Current NTE plus funds needed for new period

Attachment 1

TEMPLATE MEMORANDUM OF UNDERSTANDING (MOU)

[INSERT NAME] BEHAVIORAL HEALTH RESOURCE NETWORK (“the BHRN”)

This Memorandum of Understanding (MOU) is made by and between the following signatories of this MOU (later referred to as “signatories”) in establishing the BHRN:

1. [Entity Name]
2. [Entity Name]
3. [Add more lines as needed]

RECITALS

1. The signatories have been awarded funding under Ballot Measure 110 (2020), SB 755 (2021), and the rules developed under Oregon Administrative Rule (OAR) 944 Division 001.
2. The signatories to this MOU wish to meaningfully engage with other signatories to serve people in [list county service area of BHRN] county(ies) and to support the implementation of Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001. The signatories enter this MOU to memorialize their understanding of the strategic partnership to accomplish this.

AGREEMENT

Signatories agree:

1. **PURPOSE.** This MOU memorializes the signatories’ framework for engaging in the required activities described in Ballot Measure 110 (2020), SB 755 (2021), OAR 944 Division 001, and their respective funding agreements with the State of Oregon, Oversight and Accountability Council (“OAC”). It provides the framework under which the signatories will coordinate services to collectively provide all required services as a BHRN.
2. **AUTHORITY.** Each signatory to this MOU represents it is duly authorized to participate in the activities described in this MOU under all applicable local, state, and federal laws, rules, policies, and executive actions. Each signatory further represents as follows:
 - 2.1. No signatory is an agent or representative of any other. No signatory has the right or authority to incur or create any obligation for or bind any other signatory in any way. This MOU does not grant any signatory authority to make any statements, representations, or commitments of any kind, or take any action binding on the State of Oregon or any other signatory.
 - 2.2. Each signatory is responsible for verifying and has verified that its participation in the activities described in this MOU does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and that its participation does not and will not result in

the breach of, or constitute a default or require any consent under, any other agreement or instrument to which it is party or by which it may be bound or affected.

3. EFFECTIVE DATE AND DURATION; SIGNATORIES. This MOU is effective when two or more signatories has each executed this MOU. This MOU remains in effect, subject to at least one review per year by all signatories, until all signatories have withdrawn. A signatory may withdraw from the MOU on written notice to OHA and other then-current signatories. Additional signatories may be added to the MOU upon award of grant to other entities and consent of other then-current signatories.

4. RESPONSIBILITIES. While each signatory anticipates it will be able to participate as described in this MOU, it is not responsible or liable to any other signatory for any gaps in its participation under this MOU. Signatories acknowledge that there may be consequences under their respective funding agreements with OHA/OAC for failure to comply with those funding agreements, or failure to refer between or collaborate with other signatories or recipients of OAC funds, including but not limited to failure to comply with this MOU.

4.1. Each signatory will:

4.1.1. Establish and maintain a funding agreement with OAC for funds under Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001.

4.1.2. Comply with laws, rules, and policies applicable to its security practices and sharing of information about its practices, and disclosure of confidential information (including information protected by law) and information that is otherwise held as sensitive.

4.1.3. Protect confidential and sensitive information it receives from any other signatory in accordance with applicable law, rule, and policy, and hold all information not verified or received as public information with the presumption that it is confidential or otherwise sensitive.

4.1.4. Not disclose to other signatories confidential or sensitive information received from a third party without the express consent of the owner or subject of the information, unless permitted or required by law.

4.1.5. Meet at least once every __ months, to review how each signatory is working with the other signatories, identify best practices and opportunities for development, and discuss strategies to effectively serve persons with substance use issues and disorders within the counties to be served.

4.1.6. Notify other signatories if it is unable or unwilling to meaningfully participate in the activities described in this MOU.

4.1.7. Operate in a manner that honors tribal sovereignty and self-determination.

4.2. **Required roles.** The following shall be responsible for each required component of this BHRN (OAR 944-001-0020(3)), and signatories shall seek to refer clients to other signatory entities as appropriate:

- 4.2.1. *[Name of signatory/ies]* provide(s) screening by Addiction Peer Support Specialist, Certified Recovery Mentor, Addiction Peer Wellness Specialist, or other addiction professional 24 hours a day, seven days a week, every calendar day of the year to each individual immediately upon first contact. *[Describe how coverage will be allocated among multiple signatories.]*
- 4.2.2. *[Name of signatory/ies]* provide(s) comprehensive behavioral health needs assessment, including a substance use disorder assessment by a certified alcohol and drug counselor or other credentialed addiction treatment professional within 24 hours of an individual's request for assessment. *[Describe how coverage will be allocated among multiple signatories.]*
- 4.2.3. *[Describe which signatory/ies provide(s) peer-delivered outreach, supports, mentoring, and recovery services. Describe how these will be allocated among signatories.]*
- 4.2.4. *[Describe which signatory/ies provide(s) harm reduction services, information, and education. Describe services and how these will be allocated among signatories.]*
- 4.2.5. *[Describe which signatory/ies provide(s) low-barrier substance use disorder treatment and addiction recovery services as described in OAR 944-001-0020(3)(e). Describe the services and how these will be allocated among signatories.]*
- 4.2.6. *[Describe which signatory/ies provide(s) flexible and low barrier housing for individuals who use substances that cause harm or have a substance use disorder. Describe how signatories will allocate responsibilities to serve populations at all points on the substance use continuum, including gender affirming housing options including responsive housing and shelter options for those who are transgender, gender-nonconforming, and intersex, and family housing options.]*
- 4.2.7. *[Describe which signatory/ies provide(s) rental assistance: Project-based vouchers, tenant-based vouchers, rapid-rehousing and eviction prevention, assistance for fair market rate and privately held housing, assistance attached to a development, assistance attached to wrap around services or assistance paid directly to individuals, any other types of rental assistance; rental assistance for single family and multifamily housing development, barrier busting assistance, including deposit funds, repairs, and landlord incentives, and mobile units, camping equipment, and campsites; assessing supports needed to maintain housing or remediation steps for those experiencing relapse in abstinence-only living environments.]*
- 4.2.8. *[Describe how the signatories will maintain a list of current partnerships and clear referral pathways to the following services: Employment, training and education; family counseling, parenting support and childcare; youth services; state and federal public benefits; assistance to address food insecurity; coordination with other local, county, and state agencies as appropriate, such as social services, child welfare, or corrections; referral and coordination with*

agencies providing services to those who have experienced physical abuse, sexual abuse, or other types of domestic violence; and primary care services, including primary pediatric care and immunizations for children of those seeking care.]

4.2.9. *[Describe which signatories will provide expungement services or referrals to expungement services to facilitate housing, employment, and receipt of other recovery services.]*

4.2.10. *[Describe how signatories will provide supported employment services.]*

4.2.11. *[Describe how the signatories will assess the need for, and provision of, mobile or virtual outreach services in accordance with ORS 430.389(2)(d)(E).]*

4.2.12. *[List other services that are funded through Measure 110/SB 755, and describe how the signatory provides those in its role in the BHRN.]*

4.3. **Workflow.** Signatories share the goal of ensuring uninterrupted and seamless service delivery, and adopt the following processes to accomplish that goal: *[Describe here.]*

4.4. **Referrals.** Each signatory acknowledges that tightly linked referral pathways are necessary, and shall implement the following methods for transitioning and referring clients between signatory entities:

4.4.1.1. Obtain valid consent from clients prior to sharing their information with other signatories or providers, whenever required by law.

4.4.1.2. *[Describe referral and transition method(s).]*

4.5. **Minimum staffing.** To meet the minimum staffing required under OAR 944-001-0020(4),

4.5.1. *[Name of signatory/ies]* shall maintain a certified alcohol and drug counselor or other credentialed addiction treatment professional on their staff;

4.5.2. *[Name of signatory/ies]* shall maintain a case manager on their staff;

4.5.3. *[Name of signatory/ies]* shall maintain a Certified Addiction Peer Support or Peer Wellness Specialist or certified recovery mentors on their staff; and

4.5.4. *[Name of signatory/ies]* shall maintain an Addiction Peer Support and Addiction Peer Wellness Specialist Supervisor or Peer Delivered Services Supervisor on their staff.

4.6. **Service capacity monitoring.** *[Describe signatory/ies roles in monitoring service capacity.]*

4.7. **Verification.** *[Describe how signatory/ies shall allocate responsibilities for obtaining consent and sending verification of completion of screenings.]*

4.8. **Communications.**

4.8.1. *[Describe how signatories shall address media or public inquiries addressed to the BHRN or affecting other signatories, and who may speak on behalf of the BHRN].*

4.8.2. Each signatory shall designate in writing to all other signatories and to OHA an authorized representative who will be the primary point of contact and will coordinate and communicate with other signatories. The primary point of contact may delegate coordination and communication in writing. A signatory may change its authorized representative by written notice to other then-current signatories and OHA.

4.9. **Reporting.** *[Describe how signatory/ies shall allocate responsibility for reporting obligations.]*

5. **CHANGES TO THIS MOU.** Signatories may agree from time to time to change this MOU. Any change must be agreed upon in writing by all then-current signatories, with a copy to be sent to OHA.
6. **INTENDED BENEFICIARIES.** Signatories who have executed this MOU are the only parties to this MOU. Nothing in this MOU provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to any third party, including any natural person or group of persons.
7. **NO OBLIGATION AND NO TRANSFER OF RIGHTS.** This MOU is not an obligation or commitment of funds for a basis of transfer of funds. This MOU does not create any contractual obligation or commitment by any signatory or other person. This MOU does not create, transfer, or grant any rights in data, works of authorship, or other intellectual property.
8. **COSTS AND EXPENDITURES.** Each signatory's expenditures in support of the activities described in this MOU are subject to its respective budget processes and approvals.
9. **DISPUTE RESOLUTION.** Disagreements between two or more signatories arising under or relating to this MOU will be resolved by consultation between them, and as necessary referral of the dispute to appropriate management officials of the signatories. If the dispute is unable to be resolved, which may include a change to this MOU, a signatory may withdraw its participation in accordance with this MOU. Signatories acknowledge that failure to maintain an MOU with other participants in the BHRN may have consequences under OAR 944 Div 001 or their agreement(s) with the state of Oregon.
10. **COUNTERPARTS.** This MOU may be executed in several counterparts, all of which when taken together constitute one document, notwithstanding that each signatory has not signed the same counterpart. Each copy of the MOU so executed constitutes an original. An electronic signature is deemed to be an original signature.
11. **SIGNATURES.** Each signatory represents that the individual signing below on its behalf is authorized to act on its behalf, and the individual named below as the signatory's point of contact is authorized to act on behalf of signatory as described in this MOU.

Name of Signatory 1:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

Name of Signatory 2:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

[Insert additional signatory lines as needed]

Attachment 2

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

After Recording Return to:

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

SPACE ABOVE FOR RECORDER’S USE

**STATE OF OREGON
OREGON HEALTH AUTHORITY**

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this day of [insert date when ready to sign] (the “**Effective Date**”) by and between [insert Recipient Name], an Oregon [entity type, e.g., public benefit corporation, limited liability company, municipality, etc.] (“**Declarant**”) and the State of Oregon, acting by and through the Oregon Health Authority and its Health System Division (“**OHA**”) on behalf of the Oversight and Accountability Council (“**OAC**”, which includes OHA acting on behalf of the OAC) pursuant to ORS Chapter 430. OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 (“**Measure 110**”) to better serve people actively using substances or diagnosed with a substance use disorder (“**SUD**”). Effective in July 2021, Measure 110 centers on equity and is based on the knowledge that communities of color and tribal communities are disproportionately harmed by laws that criminalize drug possession. Individuals in these communities are less likely to have access to culturally and linguistically specific and responsive services (and health services, generally), and experience greater harm from using drugs. Measure 110 makes health assessment, low-barrier access to care, low barrier treatment, harm reduction, and recovery services available to all those who need and want access to those services and will make it a priority to provide additional support and assistance to people and communities who experience a higher burden of disease in order to access these critical services. OHA was allocated \$ _____ to implement the foregoing (“**Measure 110 Funds**”).

B. Declarant applied and awarded an amount not to exceed [spell out amount in words [ALL CAPS] (\$insert amount in numbers) in Measure 110 Funds (the “**Grant**”) pursuant to that certain Grant Agreement dated [insert month and day of grant agreement –executed date (date last signed)-- and as amended if there is that date too], 2022 by and between the Parties (the “**Grant Agreement**”).

C. Declarant’s use of the Grant is for the purpose of funding the purchase of real property, construction, and renovation or other eligible capital costs related to the Project (as hereinafter defined) that will serve individuals with a [insert population diagnosis including but not limited to SPMI, SUD or other as applicable to respective questions] (collectively, the “**Improvements**”). The Improvements will be situated on certain real property located in the city of [insert city], [insert County] County (the “**County**”), State of Oregon, as more particularly described in Exhibit A attached hereto (the “**Property**”). The Property, together with the Improvements, is referred to herein as the “**Project**”.

D. A condition of the Grant Agreement provides that to the extent that Grant funds are to be used for purchase, construction or renovation of real property, Declarant is required to execute a Declaration. Pursuant to that condition, OHA has required Declarant to execute this Declaration, as a condition to Declarant’s use of the Grant for the purchase or renovation of the Property for purposes of the Project.

E. The Parties desire that this Declaration be recorded in the relevant records of the County at Declarant’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. INCORPORATION.

The foregoing recitals and exhibit(s) to this Declaration are incorporated into this Declaration by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Declaration.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant represents, warrants and covenants that:

2.1. Organization and Authority.

(a) Declarant is a [insert entity type from first page] validly created and existing under the laws of the State of Oregon.

(b) Declarant has all necessary right, power and authority under its organizational documents to (a) execute, deliver and record this Declaration, and (b) incur and perform its obligations under this Declaration.

2.2. Use of Grant Funds. Declarant has used or will use the Grant funds only for the Project costs as provided for in the Grant Agreement.

2.3. Full Disclosure. Declarant has disclosed in writing to OHA all facts that may materially adversely affect the Project, or the ability of Declarant to perform all obligations required by this Declaration.

Declarant has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Declaration. The information contained in this Declaration is true and accurate in all respects.

2.4. Pending Litigation. Declarant has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Declarant, threatened) against or affecting Declarant, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.5. No Defaults.

(a) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Declaration.

(b) Declarant has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.6. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Declaration will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Declarant is a party or by which the Project or any of Declarant's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Declarant was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Declarant, the Project or Declarant's properties or operations.

2.7. Governmental Consent. Declarant 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 Declaration and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

2.8. Responsibility. Declarant assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Declaration and the Grant Agreement and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant also represents, warrants, and covenants that:

3.1. Fair Housing and Other Civil Rights Compliance. Declarant shall comply with all applicable state and federal nondiscrimination laws, including but not limited to the Fair Housing Act and

the Americans with Disabilities Act.

3.2. Use Restrictions.

(a) **[Insert type of use Restriction(s) may be more than one]** For the duration of the Use Restriction Period (as hereinafter defined), Declarant will continuously rent or hold vacant and available within the Project, [insert number of units or beds or other] of Supportive Housing (collectively, the “**Housing Units [or Beds]**”) to serve individuals with a SPMI (collectively, the “**Use Restrictions**”). For the purposes of this Declaration, “[Type of housing or other] means [rental housing or treatment beds] for individuals with SPMI.

(b)

Use Restriction Period. For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2043**, whichever is later (the “**Use Restriction Period**”), Declarant is required to provide and comply with the requirements of the Use Restrictions.

3.3. Habitability; Other Compliance. Throughout the Use Restriction Period, Declarant will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

3.4. Financial Records. Declarant shall keep accurate books and records regarding use of the Grant and maintain them according to generally accepted accounting principles applicable to Declarant in effect at the time.

3.5. Inspections; Information. Declarant shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Declarant’s records regarding receipts, disbursements, contracts, investments and any other related matters.

3.6. Reports.

(a) Declarant shall prepare and electronically submit written quarterly reports that satisfy OHA requirements of the continued use of the Project for the agreed purpose as defined in this Declaration.

(b) The quarterly reports are due to OHA 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.

(c) The quarterly reports will provide data as OHA requests, including data on clients served by the 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.

(d) Declarant shall supply any other reports and information related to the Project as the State may reasonably require.

3.7. Records Maintenance. Declarant shall retain and keep accessible all books, documents, papers,

and records that are directly related to this Declaration, the Project, or the Grant throughout the Use Restriction Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHA.

3.8. Corrective Action. As a consequence of its monitoring, review of quarterly reports or otherwise, OHA may identify deficiencies in Declarant's compliance with this Declaration. OHA may require action by Declarant (satisfactory to OHA) to correct such deficiencies. Declarant must correct such deficiencies within thirty (30) days of notice by OHA of such deficiencies unless earlier correction is required by OHA to address material health or safety needs of Project users. The reasonableness of such corrective actions is subject to OHA in its sole discretion. Nothing in this Section 3.8 is intended or may be construed to impose any duty on OHA to identify deficiencies in Declarant's compliance with this Declaration or to require any action by Declarant to correct such deficiencies, and Declarant remains solely responsible for compliance with this Declaration.

3.9. Insurance, Damage. Declarant shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities.

4. FURTHER ASSURANCES.

4.1. Further Acts. Declarant, at any time upon request of OHA, will do, make, execute and deliver all such additional and further acts, instruments or papers as OHA may require in its sole discretion to protect OHA's rights under this Declaration.

4.2. Reliance. OHA may rely upon statements, certificates, and other records of Declarant and its agents and assigns, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Declarant represents, covenants and warrants that the issuance to it of the Grant described herein by OAC is an inducement to Declarant to complete the Project and to operate the Project in accordance with the Grant Agreement and this Declaration. In consideration of the issuance of the Grant, Declarant has entered into this Declaration and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Declarant covenants, agrees and acknowledges that OAC has relied on this Declaration in determining to issue the Grant.

5.2. Covenants; Equitable Servitudes.

(a) OHA and Declarant hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA's and Declarant's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and

any other person or entity having any right, title or interest therein.

(b) Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein will contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

(c) Any and all legal requirements for the provisions of this Declaration to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

(d) The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Declaration, or if required, such consent has been or will be obtained by Declarant.

5.3. Burden and Benefit.

(a) Declarant hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Declarant's legal interest in the Project is rendered less valuable thereby.

(b) Declarant hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by tenants, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Grant was issued.

5.4 Right of Modification.

OHA may compromise, waive, amend or modify the terms of this Declaration including, but not limited to the restrictive covenants and equitable servitudes created hereby, with the written consent of Declarant or subsequent Project owners, as it so determines in OHA's sole discretion to be to the benefit of OHA, the Project, or OHA efforts to provide or maintain safe and sanitary conditions of the Project. To be effective, any compromise, waiver, amendment or modification of this Declaration must be in writing, signed by an authorized OHA representative.

6. GENERAL PROVISIONS.

6.1. Compliance with Applicable Laws and Requirements.

(a) **Compliance.** Declarant shall comply with and shall ensure that the Project complies with all federal, state and local laws, rules regulations, codes, ordinances, and orders applicable to the Project.

(b) Contracts; Subcontracts. Declarant shall ensure that all contracts and subcontracts related to the Project or this Declaration comply with the terms and conditions hereof, including containing a provision to that effect therein.

(c) Endurance of Obligations. Declarant will remain fully obligated under the provisions of this Declaration notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which Grant funding is being provided.

6.2. Indemnity. Declarant assumes sole liability for breach of the conditions of the Grant Agreement (including all terms and conditions of this Declaration) by Declarant or any of its officers, agents, employees, and assigns. Declarant will save, hold harmless, indemnify and defend the State of Oregon, OAC, OHA and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (collectively, “**Claims**”) related to the Grant, the Project, this Declaration or resulting from or arising out of the acts, omissions, neglect or misconduct of Declarant or its subcontractors, agents, or employees under this Declaration or related to the Grant, Project, to the extent permitted by law. Neither Declarant nor any attorney engaged by Declarant may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Declarant settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Declarant will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice.

6.3. Time of the Essence. Time is of the essence in the performance by Declarant of the terms of this Declaration.

6.4. No Discrimination; Marketing. Except as permitted by law, Declarant will not inappropriately discriminate in the provision of housing or services on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance.

6.5. Notice. Except as otherwise expressly provided in this Declaration, any notices required or permitted to be given under this Declaration will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Declarant at the following addresses:

If to OHA: Oregon Health Authority
 Health Systems Division
 500 NE Summer Street – E-86
 Salem, OR 97301

If to Declarant: [insert Recipient’s name]
 [insert Recipient’s preferred mailing address]
 [Insert attention to: name if they have one]

or to such other address a party may indicate to the other pursuant to this Section. Any notice so addressed and mailed will be effective five (5) days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.

6.6. No Third-Party Beneficiaries. Unless and only to the degree expressly provided otherwise in this Declaration, OHA on behalf of the OAC, and Declarant are the only Parties to this Declaration and are the only Parties entitled to rely on and enforce the terms of this Declaration. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are expressly identified in this Declaration and only to the degree they are expressly described as intended beneficiaries of particular terms of this Declaration and only with such remedies as expressly given herein with respect to such interests.

6.7. Declarant Status.

(a) **Independent Contractor.** Declarant shall perform all obligations under this Declaration and will timely satisfy its obligations hereunder as an independent contractor. Declarant is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Declaration.

(b) **Declarant Responsible for Insurance Coverage.** Declarant agrees that insurance coverage, whether purchased or by self-insurance, for Declarant's agents, employees, officers and/or subcontractors is the sole responsibility of Declarant.

(c) **Non-Federal Employment Certification.** Declarant certifies that it is not employed by or contracting with the Federal Government for performance covered by this Declaration.

(d) **Good Standing Certification.** Declarant certifies to the best of its knowledge and belief that neither Declarant nor any of its principals, officers, directors or employees providing services under this Declaration:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Declaration been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Declaration had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

6.8. Termination. OHA may terminate this Declaration in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Declarant, under any of the following conditions:

- (a) If funding from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for delivery of full Grant funding; or
- (b) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of Grant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the Grant funding identified in this Declaration from the planned funding source(s); or
- (c) If any authority required by law or regulation to be held by Declarant to complete the Project ends for any reason; or
- (d) If Declarant is unable or fails to commence the Project within six (6) months from the date of this Declaration; or
- (e) If Declarant breaches or fails to timely perform any of its obligations under this Declaration, or any other applicable Grant document and such breach is not cured within the grace period, if any, provided for cure in the applicable document; or
- (f) If OHA determines that any representation, warranty or covenant of Declarant, whether in whole or in part, is false, invalid, or in default; or
- (g) If Declarant (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.
- (h) Termination of this Declaration does not terminate or otherwise impair or invalidate any remedy available to OHA or to Declarant hereunder, at law, or otherwise.

6.9. Declarant Default. Any of the following constitutes an “Event of Default” of Declarant:

(a) Any false or misleading representation is made by or on behalf of Declarant, in this Declaration or in any document provided by Declarant to OHA related to this Grant or the Project.

(b) Declarant fails to perform any obligation required under this Declaration and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Declarant by OHA, or such longer period as OHA may agree to in writing, if OHA determines in its sole discretion that Declarant has instituted and is diligently pursuing corrective action.

(c) Declarant: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any corporate action for the purpose of effecting any of the foregoing.

(d) A proceeding or case is commenced, without the application or consent of Declarant, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Declarant, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Declarant or of all or any substantial part of its assets, or (iii) similar relief in respect to Declarant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Declarant is entered in an involuntary case under the Federal Bankruptcy Code.

6.10. OHA Default. OHA will be in default under this Declaration if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Declaration.

6.11. Remedies.

(a) **Repayment.** If this Declaration or any part hereof, terminates prior to the term of the Use Restriction Period, Declarant will, within thirty (30) days of written demand for repayment by OHA on behalf of OAC, repay the Grant multiplied by a fraction, the numerator of which is 20 minus the number of full years that have transpired between the year the Project is completed and the year of Payee's demand and the denominator of which is 20. The Parties recognize that the Grant amount in this formula for the amount subject to demand for repayment by OHA on the behalf of OAC is subject to change. The Grant amount will be reduced to the amount of Grant funds actually used and in Declarant's final budget approved for Project costs under the terms of the Grant Agreement. Upon repayment of the Grant less any reduction under the formula, this Declaration shall terminate.

(b) **Deficiencies.** OHA may, from time to time, identify and direct Declarant to correct deficiencies (including deficiencies by the Owner) in its compliance with this Declaration, which it shall correct as so directed.

(c) Extension of Use Restriction Period. OHA may by written notice extend the Use Restriction Period described in this Declaration for periods of time matching corresponding periods of time during which OHA determines Declarant to be in material noncompliance with any of the terms of this Declaration. Such extensions may be recorded in the county's property records.

(d) Additional Remedies. If Declarant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Declaration (including correction of deficiencies), and if such default remains uncured by Declarant for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHA determines in its sole discretion relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHA, or if such default runs for a period of thirty (30) days from the date Declarant should, with due diligence, have discovered such default, then OHA may declare an Event of Default to have occurred hereunder provided, however, if a default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHA, OHA may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHA determines in its sole discretion there is good cause for granting the extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing default will be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHA, an Event of Default will be deemed to occur and OHA may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHA may, at its option, take any one or more of the following steps in addition to all other remedies provided in this Declaration, by law, or in equity:

- i.** By mandamus or other suit, action or proceeding at law or in equity, require Declarant specifically to perform its obligations under this Declaration or enjoin any acts or things that may be unlawful or in violation of the rights of OHA under this Declaration;
- ii.** Obtain the appointment of a receiver to operate the Project in compliance with this Declaration;
- iii.** Withhold from Declarant, suspend or terminate, or (upon thirty (30)-days written demand) require the repayment of all or part of any disbursed Grant funds or other funding assistance provided by OHA to Declarant with respect to the Project;
- iv.** Declare Declarant, its owners, principals, employees, and agents ineligible to receive further OAC or OHA funds or other OAC or OHA financial assistance, including with respect to other projects or requests for same, for such period as OHA determines in its sole discretion;
- v.** Offset amounts due from repayment of the Grant against other funding awarded or to be awarded to Declarant;
- vi.** Have access to, and inspect, examine and make copies of, all of the books and records of Declarant pertaining to the Project and to inspect the Project itself;

vii. Enter onto the Property and correct Events of Default with respect to the Project at Declarant's expense, which expense Declarant will repay to OHA within ten (10) days of any presentment of charges for same; and

viii. Take such other action under this Declaration, at law, in equity, or otherwise as may be available to OHA.

(e) Survival of Remedies; Remedies Not Exclusive; Non-Waiver. The rights and remedies of OHA provided for in this Declaration, which by their nature are intended to survive termination of this Declaration, will survive the termination of the Use Restriction Period and of this Declaration. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Declaration will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Declaration preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6.12. Severability. If any term or provision of this Declaration is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Declaration did not contain the particular term or provisions held to be invalid.

6.13. Survival of Obligations. The obligations of Declarant as set forth in this Declaration will survive the expiration or termination of the Grant Agreement.

6.14. Attorney Fees. Subject to Article XI, Section 7, of the Oregon Constitution, in the event a lawsuit or other proceeding is instituted regarding this Declaration, the prevailing party in any dispute arising under this Declaration will, to the extent permitted by law, be entitled to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial, in mediation, and on appeal. Reasonable attorney fees will not exceed the rate charged to OHA by its attorneys. This provision does not apply to lawsuits or other proceedings instituted or maintained by or against tenants or other third-party beneficiaries hereunder, if any, for which lawsuits or other proceedings no award of attorney fees is permitted.

6.15. Construction. The Parties to this Declaration acknowledge that each party and its counsel have participated in the drafting and revision of this Declaration (or knowingly and voluntarily waived the party's right to do so). Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Declaration or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Declaration.

6.16. Captions. The captions or headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Declaration.

6.17. Execution and Counterparts. This Declaration may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

6.18. Governing Law; Venue: Consent to Jurisdiction. This Declaration will be governed by the laws

of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “**Claim**”) related to this Declaration will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event will this provision be construed as a waiver by OHA or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. OHA and the State of Oregon expressly reserve all sovereignty rights. **DECLARANT, BY EXECUTION OF THIS DECLARATION, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

6.19. Merger Clause. This Declaration, along with the Grant Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Declaration will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Declaration.

6.20. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Declaration is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties hereto that OHA will retain the full right and ability to exercise its governmental powers with respect to Declarant, the Project, this Declaration, and the transactions contemplated by this Declaration to the same extent as if it were not a party to this Declaration or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Declaration, or otherwise by virtue of any exercise of its governmental powers.

(Signature Pages Follow)

IN WITNESS WHEREOF, OHA and Declarant have caused this Declaration to be signed by their duly authorized officers on the Effective Date.

OHA: **STATE OF OREGON, acting by and through its
OREGON HEALTH AUTHORITY (OHA)
Health Systems Division**

By: _____

STATE OF OREGON)
 : ss
County of Marion)

This instrument was acknowledged before me this ____ day of _____ 2023,
by _____, for and on behalf of the State of Oregon, acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**DECLARANT:
Agreement]**

[use same signature block as was use for Grant

By: _____
[Insert Recipient signer's name]

STATE OF OREGON)
 : ss
County of [insert county name])

This instrument was acknowledged before me this ____ day of _____ 2023,
by _____, for and on behalf of _____ acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Legal Description

Real property in the County of [insert county where property is located], State of Oregon, described as follows:

[Insert legal description].

Situs Address: [insert street, city, state, zip address of where property is located]



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558

Department: Health Services: Behavioral Health Consent Calendar Date: December 20, 2023

Contractor Name: Oregon Health Authority

Address: 635 Capitol St NE Suite 350

City, State, Zip: Salem, OR 97301

Effective Dates - From: December 08, 2023 Through: December 31, 2023

Contract Amount: \$17,000.00

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

This Amendment 12 provides additional funding to MHS 17 for Non-OHP Community & Residential Assistance services in the amount of \$17k under Part C funds.

Fiscal Impact:

The total amount awarded for this amendment is \$17,000.00 for FY4. Part C fundings are invoiced after service delivery, so the net gain is zero.

Recommendation:

It is recommended that Polk County sign amendment 12 to IGA 173147 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

Name: _____ E-mail: _____

Name: _____ E-mail: _____



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.

**TWELFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147**

This Twelfth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Polk County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

ATTACHMENT 1

**EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0795

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#
	CODE	CODE			DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE
FISCAL YEAR: 2023-2024													
17	804	INVOIC		INVOICE SERVICES	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$17,000.00	\$0.00	C	1	N	1
TOTAL FOR SE# 17								<u>\$17,000.00</u>	<u>\$0.00</u>				
TOTAL FOR 2023-2024								<u>\$17,000.00</u>	<u>\$0.00</u>				
TOTAL FOR M0795 173147								<u>\$17,000.00</u>	<u>\$0.00</u>				

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 12/08/2023

Contract#: 173147
REF#: 015

REASON FOR FAAA (for information only):

NON-OHP Community and Residential Assistance (MHS 17) funds have been^awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0795 1 A) These funds are for MHS 17, which encompasses Invoice Services found in MHS 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 12/31/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

3. The modifications to Polk County's Ambulance Service Areas in this Order will be effective on January 1, 2024 or as soon as practicable thereafter by the impacted dispatch entities.

Dated this 20th day of December, 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Approved as to Form

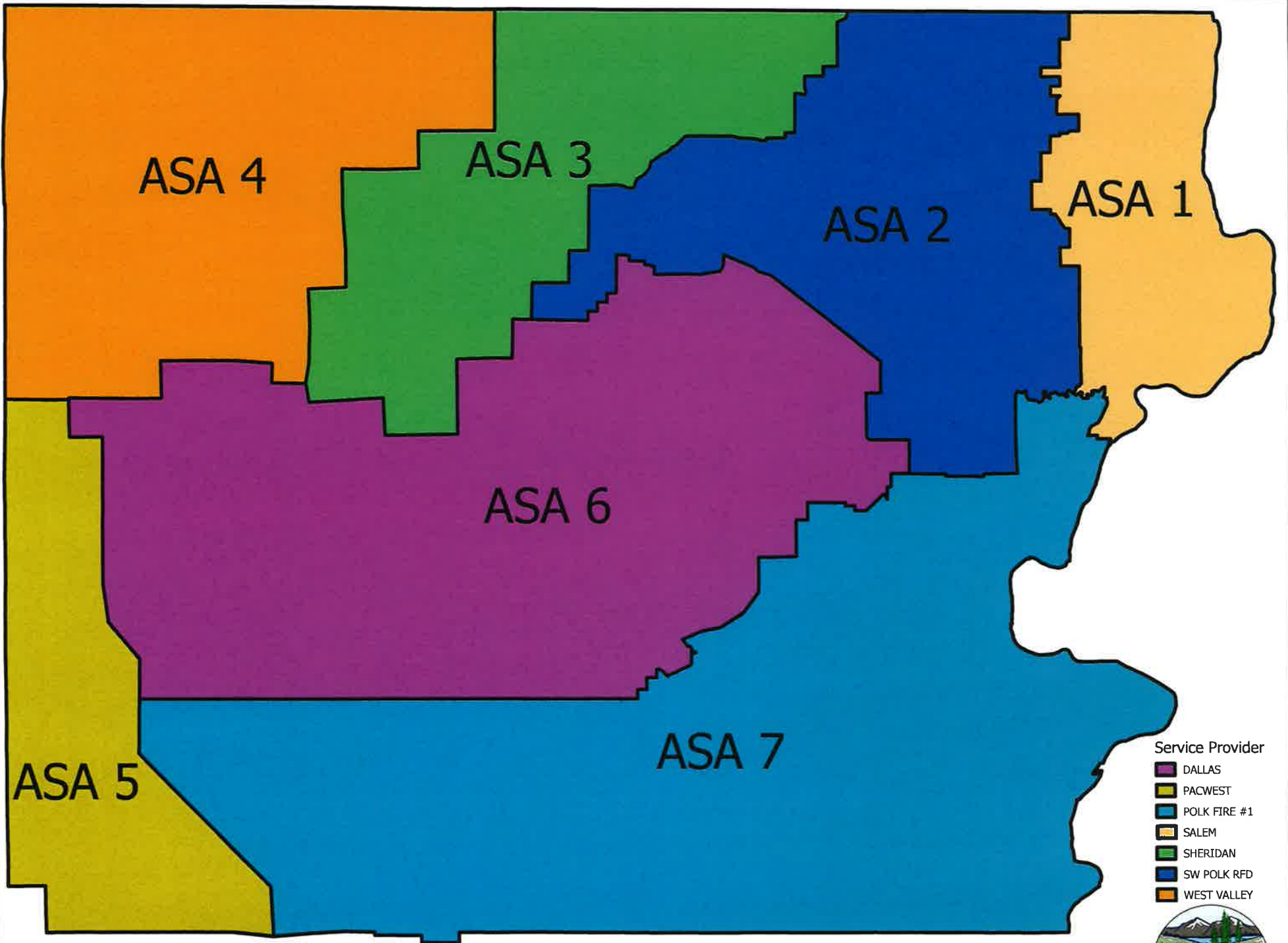


Morgan Smith
County Counsel

Craig A. Pope, Commissioner

Lyle Mordhorst, Commissioner

2024 Ambulance Service Areas



Service Provider

-  DALLAS
-  PACWEST
-  POLK FIRE #1
-  SALEM
-  SHERIDAN
-  SW POLK RFD
-  WEST VALLEY

