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**THE STATE OF OREGON
OREGON HEALTH AUTHORITY**

ISSUES THE FOLLOWING

**REQUEST FOR GRANT PROPOSALS
RFGP #OHA-S-44300-00004104
for**

**OHA Health Systems-Behavioral Health
Office of Recovery & Resilience**

For the creation and operation of Peer-Run Respite Programs in Oregon

Date of Issuance: September 15, 2022

Proposals Due by: **3:00 pm PST** on October 6, 2022

Issuing Office: Contracts and Procurement
635 Capitol Street, Suite 350
Salem, OR 97301

Sole Point of Contact: Larry Briggs
Email: Larry.O.Briggs@dhsoha.state.or.us

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SECTION 1 – PURPOSE/OVERVIEW

1.1 Introduction

The State of Oregon, Oregon Health Authority (OHA), invites eligible peer-run organizations to submit a Proposal to participate in the establishment and operation of Peer-Run Respite Programs in Oregon.

This work will implement House Bill 2980 (2021), which established and funded Peer-Run Respite Programs in Oregon. The Peer Respite Model has been implemented in other states, but this is the first time they will be implemented in Oregon. These programs provide voluntary, short-term, and non-clinical peer support for individuals who are experiencing a mental health crisis or emotional distress. They operate in home-like settings and are completely Peer-Run and are intended to serve as an alternative to emergency rooms and other higher levels of care.

There will be a total of four programs located in different areas of the state – Portland Metro, Central or Eastern Oregon, Southern Oregon, and the rural coast. At least one of these programs will provide Culturally and Linguistically Specific Services. Each program will be able to provide support for up to 6 individuals for up to 2 weeks at a time.

Grants are expected to be awarded at the following funding level:

Up to four Grants are available for \$1,500,000.00 each, through the current biennium only (2021/23) with a proposed period of September 2022 through June 2023.

All organizations submitting a Proposal are referred to as Proposers in this RFGP. After execution of a Grant, an awarded Proposer will be designated as a Recipient.

The parties may negotiate the final Program Activities, Work Plan, and Budget to be included in the Grant.

The following website address is provided as a resource, to a handbook created by Program advocates who have experience implementing these programs in other states. Peer Respite Handbook: A guide to understanding, building, and supporting peer respites. <https://www.peerrespite.com/manuals>.

1.2 Background and Overview

Peer Run respites are voluntary, non-clinical, short-term residential peer support provided in a home-like setting to individuals in mental or emotional distress whose experiences may lead to the need for a higher level of care such as psychiatric inpatient hospital services. These supports are provided by a peer run organization and directed and delivered by individuals with lived experience in coping with, seeking recovery from or overcoming challenges related to mental health or trauma responses. Peer Run Respites

are fully independent, separate, and autonomous from other mental health agencies and the majority of individuals who oversee the organization's operations have received behavioral health services and / or have lived experience with behavioral health needs.

Persons of color often face historical trauma and structural racism in accessing traditional medical settings. Individuals, including persons of color and people who experience behavioral health needs, who are not comfortable engaging in services or treatment at traditional medical facilities may feel more comfortable accessing support in a peer respite setting, resulting in more individuals receiving the support they need to live independently in their communities. By providing a place for individuals to receive support before they reach a crisis point, this could result in reduced numbers of individuals ending up in the hospital or jail – two outcomes that disproportionately impact communities of color.

OHA is committed to providing funding to at least one peer respite program that provides Culturally Specific Services to historically underrepresented communities, such as communities of color including Black, African American, Latino, Asian, Asian American, Pacific Islander, Native American, or to the nine federally recognized tribes in Oregon.

Peer-Run Respite Programs will complement existing local crises response services. OHA will collaborate with county behavioral health departments, contractors, and other Mental Health agencies and organizations to incorporate peer run respites into the overall continuum of care.

1.3 Definitions

For the purposes of this RFGP and the resulting Grant(s) awarded, the terms below shall have the following meanings:

- 1.3.1 **Culturally and linguistically responsive services** means the provision of effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
- 1.3.2 **Culturally and linguistically specific services** means provision of culturally and linguistically responsive services (defined above) designed for a specific population by a provider who shares the culture, language, or identity with the individual seeking services.
- 1.3.3 **Gender-affirming and responsive services** means services that holistically attends to but is not limited to transgender, gender-nonconforming, non-binary, Two Spirit and intersex people's physical, mental, and social health needs and well-being while respectfully affirming their gender identity. Gender Affirming Care is sensitive and responsive to an individual's gender identities and expressions. Gender affirming care complies with non-discrimination laws.

- 1.3.4 **LGBTQIA2S+ Affirming and Inclusive Services** means services that proactively create an environment that intentionally and purposefully supports members of the LGBTQIA2S+ community. LGBTQIA2S+ community members are treated with respect, dignity and have equitable access to services, supports, and opportunities in a manner that sustains their whole selves.
- 1.3.5 **Proposal** means a written response submitted to the Office of Contracts and Procurement (OC&P) in response to this RFGP.
- 1.3.6 **Proposer** means the organization or person that submits a Proposal in response to this RFGP.
- 1.3.7 **Recipient** means the Proposer(s) selected through this RFGP to enter into a Grant Agreement with OHA.
- 1.3.17 **RFGP** means this Request for Grant Proposals.
- 1.3.18 **SPC** means the OC&P sole point of contact who serves as the coordinator and focal point of information, communications and activities relating to this RFGP.
- 1.3.19 **Work** means the required activities, goals, milestones and objectives, reporting, and invoicing, as described in this RFGP.
- 1.3.8 **Peer respite services** means voluntary, non-clinical, short-term residential peer support as defined in ORS 430.275.
- 1.3.9 **Recovery principles** means a set of principles and values that are holistic, strength-based, mutually supportive, respectful, individualized and person-directed, and that support self-direction, empowerment, responsibility, and hope for people.
- 1.3.10 **Trauma informed practices** means strengths-based practices that seek to understand trauma and how it impacts people’s lives. Trauma-informed practices emphasize physical, psychological, and emotional safety for everyone and supports people in having choice and control of their own lives.

1.4 Authority

OHA issues this RFGP under the authority of ORS 430.275.

SECTION 2 – FUNDING AND ELIGIBILITY

2.1 Funding

OHA is committed to providing funding to at least one peer respite program that provides Culturally Specific Services to historically underrepresented communities, such as communities of color including Black, African American, Latino, Asian, Asian American, Pacific Islander, Native American, or to the nine federally recognized tribes in Oregon.

Peer-Run Respite Programs will complement existing local crises response services. OHA will collaborate with county behavioral health departments, contractors, and other Mental Health agencies and organizations to incorporate peer run respites into the overall continuum of care.

Proposers must clearly demonstrate the proposed goals and objectives that will be achieved for which a Proposal is submitted.

Awards will be based on the evaluation scores and the geographic distribution of the applications.

There will be a total of four programs located in different areas of the state – Portland Metro, Central or Eastern Oregon, Southern Oregon, and the rural coast. At least one of these programs will provide Culturally and Linguistically Specific Services. Each program will be able to provide support for up to 6 individuals for up to 2 weeks at a time.

Grant Award Amounts:

\$750,000.00 per fiscal year for the 2022 and 2023 biennium. There are four Grant awards available for this RFGP.

2.2 Minimum Qualifications.

Must be Peer-Run Organization as defined in ORS 430.275.

2.3 Eligibility

Any Peer-Run organization operating within the state of Oregon is eligible to apply. For the purposes of these awards, a Peer-Run organization is defined as an organization:

- In which a majority of individuals who oversee the organization’s operation and who are in positions of control have received mental health services;
- That is fully independent, separate, and autonomous from other mental health agencies; and
- That has the authority and responsibility for all oversight and decision-making on governance, financial, personnel, policy, and program issues in the organization.

Organizations with 501(c)(3) fiscal sponsors are also eligible to apply. Organizations must hold commercial general liability insurance covering bodily injury and property damage of not less than \$1,000,000 per occurrence and annual aggregate limit not less than \$2,000,000 or be able to subcontract with a partner who meets these requirements.

All Recipients must abide by OHA’s nondiscrimination policy, and state and federal civil rights laws, unless otherwise exempted by federal or state law. Specifically, people participating in OHA-sponsored activities or programs may not be treated unfairly

because of age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

All services provided by Peer-Run Respite Programs must be culturally and linguistically responsive.

SECTION 3 – SCOPE OF WORK

OHA requires that successful Proposers meet the highest standards prevalent in the industry or business most closely involved in completing the appropriate program activities.

3.1 Program Goals and Objectives

To provide voluntary, non-clinical, peer-delivered services for crisis support in a home like setting, provided by people who have lived experience with mental health services, to individuals across Oregon who are experiencing mental health crises, emotional distress, or trauma response and need safe space to seek support, stabilize, and/or coordinate higher levels of psychiatric care.

By creating a safe space and resource for individuals who do not need a hospital level or emergency department level of support would create a lower cost, person centered, and trauma informed alternative to emergency room visits or hospitalization for individuals experiencing mental distress.

3.2 Required Activities of Recipients

Recipients shall:

- a.** Obtain a home-like space to provide peer run respite services.
- b.** Provide voluntary peer-support services based on shared lived experiences to people experiencing mental health crisis, extreme or altered states, emotional distress, or trauma responses.
- c.** Provide staff and operation by people who have first-hand lived experience with mental health challenges, emotional distress, extreme states, and / or trauma.
- d.** Develop programs rooted in values of self-determination, recovery principles, and the idea that an experience of crisis can be turned into an opportunity for learning and growth.
- e.** Serve six or fewer guests for up to two weeks at a time.
- f.** Allow OHA or its designees to access the peer respite center to conduct investigations and assessments, as necessary, to ensure residents receive the quality and scope of services required.
- g.** Provide timely reports and data related to this funding and Scope of Work outlined to OHA for quality monitoring and evaluation purposes.

Reporting will be required quarterly and will include the following information:

- 1)** Number of individuals served.

- 2) Average duration of an individual's stay.
- 3) Demographic data on people served, including self-reported demographic data on race, ethnicity, gender, and age. Each program shall collect data in accordance with OAR 943 Division 070.
- 4) Additional outcome reporting requirements as outlined and pre-negotiated in each Grant award.

Peer Respite will provide reporting in a timely manner to OHA based on negotiated timelines. Reporting format to be developed by Recipient and OHA together. Reports will consist of requested and necessary data for OHA to ensure quality practice and needs of community are met.

SECTION 4 – RFGP PROCESS

4.1 Sole Point of Contact (SPC)

Larry Briggs
Office of Contracts and Procurement
635 Capitol Street, Suite 350
Salem, OR 97301
Email: Larry.O.Briggs@dhsoha.state.or.us

All communications concerning this RFGP must be directed only to the SPC named above. Any unauthorized contact regarding this RFGP with other state employees or officials may result in Proposal rejection. Any oral communications will be considered unofficial and non-binding. The OregonBuys website will be used to distribute all information regarding this RFGP. Any additional information received in writing from the SPC is also considered official.

4.2 Timeline for RFGP and Proposal Submission

RFGP Issued: September 15, 2022
RFGP Written Questions Submitted by email.
Questions due September 22, 2022, 3:00pm (PST)

RFGP Public Meeting via Teams Q & A September 23, 2022, 9:00am (PST)

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 286 235 149 763

Passcode: 9HeZ3Q

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 971-277-2343,,948002822#](#) United States, Portland

Phone Conference ID: 948 002 822#

[Find a local number](#) | [Reset PIN](#)

For technical assistance, DHS and OHA employees please contact the OIS Service Desk; guests, please click the "Learn more about Teams" link.

[Learn More](#) | [Meeting options](#)

RFGP Written Answers Provided: (approximately) September 28, 2022

RFGP Closes and Proposals Due: October 6 at 3:00 PM

Notice of Intent to Award Issued: (estimated) October 15, 2022

4.3 Closing Date for Submittal of Proposals

4.3.1 Proposal must be received by the SPC by the date and time specified in Section 4.2, Timeline for RFGP and Proposal Submission. Proposals received after the closing date and time are late and will not be considered. **Proposals will only be accepted by the SPC electronically through email.**

4.3.2 Proposals must be submitted by email and the email subject line must include **RFGP # S-44300-00004104**

4.4 Pre-proposal Questions Relating to this RFGP

Questions about this RFGP, including specifications, Grant terms and conditions, or the solicitation process must be submitted in writing and received by the SPC by the date and time specified in Section 4.2. Questions must be submitted by email. Notification of any substantive clarifications provided in response to any question will be published on the OregonBuys website.

For complete RFGP documentation, please go to the OregonBuys web site. OC&P will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on OregonBuys. Addenda may be downloaded from OregonBuys. Proposers are responsible for frequently checking OregonBuys until the date the RFGP closes.

SECTION 5 – PROPOSAL REQUIREMENTS

All Proposals shall include the items listed in this Section. Proposals must address all Proposal and submission requirements set forth in this RFGP and must describe how the Work will be provided. Proposals that merely offer to “provide services as stated in this RFGP” will be considered non-responsive and will not be considered further.

OHA will evaluate the overall quality of content and responsiveness of Proposals to the purpose and specifications of this RFGP.

5.1 General Proposal Requirements

- 5.1.1** Proposer should submit one signed Proposal electronically by email, without extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal.

Proposer must submit the Proposal, bearing the Proposer’s authorized representative’s Signature on the completed **Proposer Certification Sheet (Attachment 1)**, as **one complete electronic copy** of the Proposal in one of the following formats: Adobe Acrobat (pdf) or Microsoft Word (docx).

A representative authorized to bind the Proposer must sign the Proposer Certification Sheet. Failure of an authorized representative of the Proposer to sign the Proposer Certification Sheet may subject the Proposal to rejection by OC&P.

- 5.1.2** In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit an Affidavit of Trade Secret and a fully redacted version of its Proposal, clearly identified as the redacted version.

5.2 Technical Proposal Requirements

The Technical Proposal shall include the following items in the order listed below. Page limits are noted, when relevant. Unless otherwise specified, no particular form is required.

MINIMUM QUALIFICATIONS

Interested organizations may submit a Grant Application to be considered for this funding. The application must be signed by the person in the organization who has the authority to commit to the proposed services. The Application must include:

- a.** Name and location of the organization and which geographical area the program will serve.
- b.** Contact person name for organization including email address and phone number.

- c. Description of the organization, with information about how the program meets the definition of “Peer-Run Organization” as described above. Include a description of the organizational leadership structure or an organizational chart.
- d. Description of how the program is ensuring equitable, inclusive, and culturally and linguistically responsive services and supports to those served.
- e. **Optional question:** If organization will be providing culturally and / or linguistically specific services, please provide this information and describe who the organization will serve with this programming.
- f. Description of organization’s proposed Peer-Run respite program. Include:
 - (1) Information about proposed program and what will be offered to participants.
 - (2) How the program will uphold peer-values such as mutual support, individual choice, and self-determination for people participating in the program.
 - (3) Information about any training and / or certification that will be required for staff and managers working for the program.
 - (4) A plan for including the individuals served in decision-making, planning, and evaluation for the program.
 - (5) Optional: Any community partnerships that organization has that will contribute to the success of this project. Include letters of support from potential partners.
 - (6) An itemized budget, using the budget template provided.
 - (7) A list of proposed outcomes organization will track and report.
- g. If Applicant needs this Application in an alternate format, please call 503-945-5763 (Voice) or 771 (TTY) An Equal Opportunity Employer.
- h. Requests for funds will be accepted until October 6, 2022, 3:00pm PDT. The criteria which will be used to determine awards is attached.
- i. Applications should be sent to Larry.O.Briggs@dhsola.state.or.us. Please include the subject line: Peer-Run Respite Funding Application.

5.5 Modification or Withdrawal

- 5.5.1 Modifications: A Proposer may modify its Proposal in writing prior to the RFGP closing. A Proposer must prepare and submit any modification to its Proposal to

the SPC in accordance with Section 4.3 above. Any modification must include the Proposer's statement that the modification amends and supersedes its prior Proposal. The Proposer must include in the email subject line **Proposal Modification RFGP # S44300-00004104**.

5.5.2 Withdrawals: A Proposer may withdraw its Proposal by a written notice signed by an authorized representative of the Proposer and submitted to the SPC in the same manner as set forth in Section 4.3 above. The Proposer must include in the email subject line **Proposal Withdrawal RFGP # S44300-00004104**

SECTION 6 – PROPOSAL REQUIREMENTS, EVALUATION COMPONENTS AND SELECTION PROCESS

Proposals must be complete at the time of submission and include all required documents.

OC&P will conduct a comprehensive and impartial evaluation of the Proposals received to verify whether or not each Proposal meets the General Proposal Requirements in Section 5.1 and to determine whether the Proposal is responsive. The Proposals meeting those requirements will be forwarded to the Evaluation Committee for evaluation and scoring. Those Proposals that do not meet all requirements will be deemed non-responsive and will not be further evaluated.

Responsive Proposals will be evaluated by an Evaluation Committee selected by OHA. The Evaluation Committee will evaluate the Proposals and score them according to the criteria described below.

Proposals must provide a concise description of the Proposer's ability to reach the goals and objectives of the Program with emphasis on completeness and clarity of content. Evaluators will consider brevity and clarity of responses in scoring Proposals.

Maximum point values and the evaluation criteria for each section are described below.

Award(s), if one or more are made, will be made to responsive, responsible Proposer(s) subject to Section 6.3.

6.1 PROPOSAL REQUIREMENTS AND EVALUATION COMPONENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFGP. Proposer shall describe the goods to be provided or the services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFGP may be considered non-Responsive to this RFGP and will not be considered further.

Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requests of the RFGP. Proposals containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate. Proposal must contain and will be evaluated on the following documents:

Minimum Qualifications:

Has the organization demonstrated that it meets the definition of a "peer-run organization?" (YES/NO)
Has the program demonstrated that it will provide equitable, inclusive, culturally and linguistically responsive services? (YES/NO)
The program serves one of the following geographical regions: Portland metro area, Oregon coast, Central / Eastern Oregon, Southern Oregon. (Yes/No)

Program description (Max 70 points)	Points awarded
MAX 15 POINTS: Overall program description and quality of supports offered. Will the proposed program provide high-quality, voluntary, person-directed, peer-delivered services? As described, will the program (and the crisis-response plan, if provided) support people experiencing mental or emotional distress or who are "in crisis," while also upholding that person's rights and self-determination?	
MAX 15 POINTS: Equity and Cultural responsiveness. Does the application fully explain how the program will provide equitable, accessible, gender affirming, culturally and linguistically responsive supports to every person it serves? Does the response reflect a sincere commitment to equity, inclusion, and anti-racism? Is the organization taking meaningful steps to support equity and to provide appropriate services to people from marginalized or underserved communities?	
MAX 10 POINTS: Alignment with peer values. Will the program, as described, provide fidelity peer support that upholds the values of mutual support, individual choice, and self-determination?	
MAX 5 POINTS: Training and certification. How well will the proposed training and / or certifications required of program staff & managers support the provision of high-quality, culturally and linguistically responsive, trauma-informed, peer-delivered services?	
MAX 5 POINTS: Participant leadership and engagement. Will the program provide opportunities for meaningful leadership and engagement of program participants? Will there be meaningful opportunities for those served by the program to take part in decision-making, program planning, and program evaluation?	
MAX 5 POINTS: Community Partnerships. Does the application demonstrate how the proposed program will collaborate with other people, groups, or organizations in their community? Does program have a plan to cooperate with others to better serve their program participants, including referrals and connections to other services that are desired by program participants?	

MAX 5 POINTS: Outcomes. Do the outcomes the program proposes to track seem realistic, measurable, and meaningful? How well do these outcomes align with peer values and recovery principles?	
Project Budget (Max 10 Points)	
Does the budget seem reasonable in light of the proposed program?	
Was the budget template fully completed, including narrative explanations when applicable?	
TOTAL SCORE:	

Budget Narrative (No page maximum) (See Attachment 2 for form)

(Budget Proposal and Budget Narrative together have a Maximum Score of 10 Points)

Proposers will submit a Budget Narrative using the template provided (Attachment 2) that clearly explains and thoroughly justifies how budget items are related to carrying out deliverables and proposed activities of the work plan. The budget justification provides OHA with information such as why costs are programmatically necessary and how they are calculated.

6.2 Final Selection and Award

Award(s), if they are made, will be to the responsive Proposer(s) whose Proposal(s) best addresses the goals and objectives of this RFGP, most accurately and completely fulfill the requirements of the Program, and are deemed by OHA to best meet the outreach, enrollment and system navigation needs as defined in this RFGP.

Award(s), if made, will be to the highest ranked Proposers. Ranking will be based on the evaluation scores and the geographic distribution of the applications.

In the event that Grant negotiations are not successful within a reasonable time frame, OHA reserves the right to terminate negotiations with specific Proposer(s) and continue negotiations with other Proposer(s) until successful negotiations are completed or OHA decides to terminate all negotiations or cancel this RFGP. The determination of what constitutes a reasonable time frame for purposes of this Section shall be solely at the determination of OHA. This protocol will be followed until a Grant Agreement has been signed. If all Proposals are rejected, Proposers will be promptly notified.

6.3 Proposal Rejection

- 6.3.1** OC&P will reject a Proposer’s Proposal if the Proposer attempts to influence a member of the Evaluation Committee regarding the solicitation, Proposal review or evaluation process.
- 6.3.2** OC&P may reject a Proposal for any of the following additional reasons:

- (a) The Proposer fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal; or
- (b) The Proposer makes any unauthorized contact regarding this RFGP with State employees or officials other than the SPC.

SECTION 7 – GENERAL INFORMATION

7.1 Changes/Modification and Clarifications

When appropriate, OC&P will issue revisions, substitutions, or clarifications as addenda to this RFGP. Changes and modifications to the RFGP shall be recognized *only* if in the form of written addenda issued by OC&P and posted on the OregonBuys website:

<http://oregonbuys.gov/>

7.2 Reservation of Rights

OHA reserves all rights regarding this RFGP, including, without limitation, the right to:

- Amend or cancel this RFGP without liability if it is in the best interest of OHA to do so;
- Reject any and all Proposals received by reason of this RFGP upon finding that it is in the best interest of OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFGP;
- Seek clarification of any Proposal, if required;
- Negotiate the activities described in this RFGP and to negotiate the final Work Plan and Budget;
- Amend or extend the term of any Grant Agreement that is issued as a result of this RFGP;
- Engage Proposer by selection or procurement for different or additional services independent of this RFGP process and any Grants/Agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a Grant Agreement with a responsive Proposer, in the event that the Proposer is the sole Proposer to this RFGP, and OC&P determines that the Proposer satisfies the minimum RFGP requirements; and
- Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the procurement process or that rejecting the Proposal is in the best interest of OHA.

7.3 Award Notice

A written Notice of Award will be posted to the OregonBuys website. For complete award documentation, please download the Notice of Award from the OREGONBUYS website as it becomes available. OC&P will not automatically mail copies of the Notice of Award to Proposers. Proposers are responsible for frequently checking

OREGONBUYS for the Notice of Award once the RFGP closes. After award, OC&P will set the timelines for Grant negotiation as applicable.

7.4 Release of Information

No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the solicitation and evaluation process.

7.5 Cost of Proposals

All costs incurred in preparing and submitting a Proposal in response to this RFGP will be the responsibility of the Proposer and will not be reimbursed by OHA.

7.6 Grant Period

Initial term of the Grant shall be for the period stated in Section 1.1. If OHA determines that the Work performed has been satisfactory, OHA may, at its option, amend or extend any Grant for additional time and for additional dollars without further solicitation. Any modification or extension shall be by written amendment duly executed by the parties to the original Grant Agreement.

7.7 Obligation

All Proposers who submit a Proposal in response to this RFGP understand and agree that OHA is not obligated thereby to enter into a Grant Agreement with any Proposer and, further, has absolutely no financial obligation to any Proposer arising from this RFGP.

7.8 Grant Documents

The Grant(s) awarded as a result of this RFGP will be subject to the terms and conditions set forth in the Grant Agreement(s) executed by OHA and the Recipient. The terms and conditions included in Attachment 3 (Sample Grant Agreement), other than grant Activities, the final Work Plan or Budget, are not subject to negotiation.

7.9 Insurance Requirements

Each successful Proposer will be required to secure insurance as described in the Sample Grant Agreement (Attachment 3), Exhibit C (Insurance Requirements) prior to execution of the Grant Agreement.

ATTACHMENT 1 – Proposer Certification Sheet
RFGP # OHA S-44300-00002686

Proposer Name: _____

For non-governmental organizations, check one box:

Proposer is a publicly held company or privately held company Other _____

Primary Contact Person: _____ Title: _____

Address: _____ City, State, Zip _____

Telephone: _____ E-mail Address: _____

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Grant Agreement that may result:

Name: _____ Title: _____

Telephone: _____ E-mail Address: _____

By signing this sheet and submitting a Proposal, the undersigned (a) certifies that they are a duly authorized representative of the Proposer, has been authorized by the Proposer to make all representations, attestations, and certifications contained in this Proposal, and to submit this Proposal on behalf of the Proposer.

1. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFGP) and this Proposer Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
2. Proposer and its employees and agents are not included on:
 - a. 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/ofac/downloads/sdnlist.pdf>
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
3. Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
4. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Proposer may not prohibit any of Proposer’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.
5. Proposer must be independent of any health insurance or issuer, and must not be an owner, employee, insurance agent receiving commission or consultant to or have any direct or indirect financial interest with any health insurance or Stop Loss Insurance issuer.

6. Proposer may not request funding for expenditures already funded by any other agency or department of the State of Oregon or the federal government.
7. If Proposer is receiving Medicaid Administrative Claiming (MAC) or Medicaid outreach, enrollment and system navigation funds, Proposer is able to demonstrate that funding will not be used for the same activities and separate financial tracking processes exist, distinguishing the funding sources and uses from each other.
8. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, or national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
9. Information and costs included in this Proposal shall remain valid for 90 days after the Proposal due date or until a Grant Agreement is executed, whichever comes first.
10. The statements contained in this Proposal are true and complete to the best of the Proposer's knowledge and Proposer accepts as a condition of the Grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.
11. Proposer understands that any statement or representation it makes, in response to this RFGP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
12. The Proposer acknowledges receipt of all addenda issued under this RFGP.
13. If the Proposer is awarded a Grant as a result of this RFGP, the Proposer will be required to complete, and will be bound by, a Grant Agreement, substantially in the form attached to this RFGP and found on the OREGONBUYS website. At the time of signing the Grant Agreement with OHA, the Proposer will be required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable.

Signature: _____
 (Authorized to Bind Proposer)

Date: _____

***** THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL *****

Please complete the following BUDGET PROPOSAL FORM and submit the completed form with the Proposal.

ATTACHMENT 2 - Budget Proposal
RFGP# OHA-S-44300-00004104

A. Expenditures		Notes	
1. Personnel Expenditures		For personnel, please include staff title, hourly wage, hours worked per week in this column. For benefits, please describe what benefits will be provided with funds requested.	
	a. Employee Salary		
	i. Employee 1		
	ii. Employee 2		
	iii. Employee 3		
	iv. Employee 4		
	(Add more rows for more employees, as needed)		
	b. Subtotal of all salaries		\$ -
	c. Employee Benefits		
	i. Part time benefits		
	ii. Full time benefits		
	iii. Subtotal of benefits		\$ -
	<i>Subtotal of Personnel Expenditures</i>		\$ -
2. Operating Expenditures		Please describe items here, if needed. For items you are not requesting funding for, please write "N/A" in this column.	
	a. Rent		
	b. Utilities		
	c. Office Supplies		
	d. Technology equipment and licenses (please provide details in "notes" column.)		
	e. Telephone and cell phones		
	f. Web/internet		
	g. Insurance		
	h. Staff training and development		
	i. Staff finger-printing/background checks		
	j. Other - describe		
	k. Other - describe		
	l. Other - describe		
	<i>Subtotal of Operating Expenditures</i>		\$ -
3. Start Up Costs (please describe)			
	a.		
	b.		
	a.		
	<i>Subtotal One-Time Start-up Costs</i>		\$ -
4. Admin/Indirect costs, please describe in "notes" column			
	<i>Subtotal Admin/Indirect Costs</i>		\$ -
Total Proposed Operational Budget			\$ -

Grant Agreement Number 000000

SAMPLE DOCUMENT ONLY

**STATE OF OREGON
GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Recipient Legal Entity Name
d.b.a. Facility or Assumed Name
Address
Address
Attention: (required)
Telephone: (required)
Fax: (optional)
E-mail address: (required)

hereinafter referred to as “Recipient.”

The Program to be supported under this Agreement relates principally to OHA’s

Health Systems
Behavioral Health – Office of Recovery & Resilience
500 Summer Street NE , E86
Salem, Oregon 97301-1118
Agreement Administrator: Brandy Hemsley or delegate
Telephone: 971-239-2942
E-mail address: brandy.l.hemsley@dhsaha.state.or.us

1. Effective Date and Duration.

This Agreement shall be effective when fully executed by every party and approved by the Oregon Department of Justice. Recipient’s performance of the Program described in Exhibit A, Part 1, may start **July 1, 2022**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed in accordance with the schedule of payments in Exhibit A, Part 2, once the Agreement is in effect. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (3) Exhibit A, Part 2: Payment and Financial Reporting
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, C, and E.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$1,500,000,000**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not applicable

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): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Facsimile: (____) _____

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1)?

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required in Exhibit C.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): YES NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;

- (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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.

Recipient Name

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 for Legal Sufficiency

Department of Justice Date

EXHIBIT A

Part 1 Program Description

TO BE COMPLETED UPON AWARD

1. Program Goals and Objectives
2. Work Plan

EXHIBIT A

Part 2 Payment and Financial Reporting

TO BE COMPLETED UPON AWARD

1. Reporting Requirements
2. Budget Guidelines (50% of the grant disbursed at execution, 25% in month 6, 25% in month 12)
3. 12-Month Budget Table

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties; Conflict of Interest.

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

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to

receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on an OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 15 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Non-discrimination

- a. Recipient must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Services must reasonably accommodate the cultural, language and other special needs of clients.
- b. Recipient certifies that Recipient has a written policy and practice for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Recipient agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

8. Indemnity.

RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS INDEMNITY ENCOMPASSES WITHIN ITS SCOPE ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER THAT RESULT FROM, ARISE OUT OF, RELATE TO THE ACTS OR OMISSIONS OF A RESIDENT OF RECIPIENT’S FACILITIES.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. Default; Remedies; Termination.

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient 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 the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
 - (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.e.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 9.e.(1), or in the event OHA is in default under Section 9.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 9.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet

invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

e. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement, including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 9.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.e.(5) survives the expiration or termination of this Agreement.
- (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

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

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

14. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement

provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination 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. This Section shall survive expiration or termination of this Agreement.

17. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
635 Capitol Street NE, Suite 350
Salem, Oregon 97301
Telephone: 503-945-5818

This Section shall survive expiration or termination of this Agreement.

18. Headings.

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

19. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

20. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

EXHIBIT C

Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

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 Grant 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.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

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

WAIVER OF SUBROGATION

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

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Recipient's completion and OHA's acceptance of all activities required under this Grant Agreement, or, (ii) OHA or Recipient termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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