



Grant Agreement Number 180848

**STATE OF OREGON
GRANT AGREEMENT**

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

**Stabbin Wagon
PO Box 8814
Medford, Oregon 97504
Attn: Melissa Jones
Telephone: (541) 292-7016
E-mail address: info@mountainbeaverhouse.org**

hereinafter referred to as “**Recipient.**”

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

**Health Systems
Behavioral Health Adult Mental Health Program
500 Summer Street NE
Salem, Oregon 97301
Agreement Administrator: Kendall Burns or delegate
Telephone: (971) 239-6455
E-mail address: kendall.f.burns@oha.oregon.gov**

- 1. Effective Date and Duration.** This Agreement shall become effective on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **November 1, 2023**, provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. 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 OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

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

3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$1,500,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

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

5. Recipient Information 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): _____
Stabbin Wagon

Street address: PO Box 8814

City, state, zip code: Medford OR 97501

Email address: weenlissa@gmail.com

Telephone: (541-316)-0709 Fax: ()

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1), a foreign person, or a foreign entity? (Check one box): YES NO

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 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.

Professional Liability Insurance Company: Durham & Bates Insurance
Policy #: 2023-75706 Expiration Date: 9/21/24

Commercial General Liability Insurance Company: Durham & Bates
Policy #: 2023-75706 Expiration Date: 09/21/24

Automobile Liability Insurance Company: Geico
Policy #: 4554387680 Expiration Date: 02/6/24

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: Employers
Policy #: EIG512252700 Expiration Date: 11/18/2024

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 one 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;

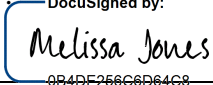
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies 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 5.a. “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/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.
- (8) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA 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.

Stabbin Wagon

By: DocuSigned by:

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Authorized Signature
Director


Title

Melissa Jones

Printed Name
11/8/2023

Date

State of Oregon, acting by and through its Oregon Health Authority

By: DocuSigned by:

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Authorized Signature
Business Operations Administrator 2

Title

Jon Collins

Printed Name
11/9/2023

Date

Approved by: Interim Director, OHA Health Systems Division

By: DocuSigned by:

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Authorized Signature

Shawna McDermott

Printed Name

Interim Director, Health Systems Division

Title
Date 11/9/2023

Approved for Legal Sufficiency:

Approved via email by Shannon O’Fallon, Senior Assistant Attorney General on October 27, 2023; email in agreement file.

EXHIBIT A

Part 1 Program Description

1. Purpose.

This work will implement House Bill 2980 (2021), codified at ORS 430.275, which established and funded four Peer-Run Respite Programs in Oregon. Programs will be located in the following areas of the state: The Portland Metro Area, Central or Eastern Oregon, Southern Oregon, and the coastal region; this specific Program will operate in the Southern area of Oregon. This Program will provide Culturally and Linguistically Responsive Services. The Program must provide support for up to six individuals for up to two weeks at a time. ORS 430.275(2)(a).

2. Program Description and Overview.

Peer-Run Respite Programs 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 Respite Programs 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.

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.

3. **Definitions.**

The terms below shall have the following meanings:

- a. **Culturally and Linguistically Responsive Services** means the provision of effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs.
- b. Gender-affirming and responsive services means services that holistically attend to but are 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.
- c. **Guest** means an individual with mental illness or trauma response symptoms who is experiencing acute distress, anxiety or emotional pain.
- d. LGBTQIA2S+ affirming and inclusive services means services that proactively create an environment that intentionally and purposefully supports members of the LGBTQIA2S+ community and are services that treat LGBTQIA2S+ community members with respect, dignity and provide equitable access to services, supports, and opportunities in a manner that sustains their whole selves.
- e. **Peer-run organization** has the meaning given that term in ORS 430.275.
- f. **Peer Respite Services** has the meaning given that term ORS 430.275.
- g. **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.
- h. **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.

4. **Goals and Objectives.**

The funding provided through this Grant Agreement will allow Recipient 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 guests across Oregon who need a safe space to seek support, stabilize, and/or coordinate higher levels of psychiatric care.

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

5. General Grant Activities.

Recipient must:

- a.** Collect data on guests in accordance with OAR Chapter 950, Division 030.
- b.** Comply with the requirements set out in ORS 430.275 and OAR 309, Division 20.
- c.** Manage a home-like space (“home”) for at least four (4) but not more than six (6) guests who may stay for up to two weeks at a time. Guests may have multiple stays as long as they are not consecutive. The home must:
 - i.** Have a private room for each participant.
 - ii.** Have shared community spaces including common areas and a full kitchen.
 - iii.** Be stocked with basic food in the kitchen for participants’ consumption, free of charge.
 - iv.** Meet applicable ADA requirements.
- d.** Provide voluntary peer-support services to guests at the home.
- e.** Hire staff that provide services at the home and who operate the home that are peers with first-hand lived experience with mental health challenges, emotional distress, extreme states, and / or trauma.
- f.** To the extent practicable, hire bilingual Spanish speaking staff.
- g.** Comply with these minimum staffing requirements:
 - i.** Have at least two peer support workers present at the home from 9 AM to 9 PM daily.
 - ii.** Have at least one peer support worker in the house at all times.
 - iii.** Have at least one on-call worker available at all times.
 - iv.** Have two outreach and administrative coordinators to:
 - 1.** Schedule work shifts, trainings and staff meetings
 - 2.** Maintain relations with community partners.
 - 3.** Create opportunities for supervision and co-reflection.
- h.** Provide staff training and ensure all staff are appropriately trained prior to services being offered in the home. Training must include but is not limited to OHA approved adult mental health peer specialist training.
- i.** Require staff providing services at the home to have the following certifications:
 - i.** Peer Support Specialist Adult Mental Health; or

- ii. Peer Wellness Specialist.
- j. Ensure that on-site staff are responsible for the tasks associated with daily operations, including but not limited to the delivery of peer services, participant intake, turning over rooms for new arrivals, administering evaluation forms to program participants and ensuring that the program maintains the values of a peer respite at all times.
- k. Develop programs for guests 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, including but not limited to
 - i. Creating opportunities for guests to provide feedback, share their experiences, engage in advocacy, and participate in collective decision making about operations at the respite.
 - ii. Collecting feedback from guests on their experiences staying at peer respite.
 - iii. Utilizing feedback to develop and or make changes to programmatic policy and procedure as feasible.
 - iv. Elevating the voices, experiences, and needs of current and or former guests to the OHA technical assistance learning collaborative meetings.
- l. Conduct community-based outreach and education regarding peer respite services that are offered, by at a minimum:
 - i. Connecting with relevant community partners and providers throughout the continuum of care.
 - ii. Providing community partners with necessary information on how to make referrals to the peer respite program.
 - iii. Providing ongoing outreach to develop working relationships with community partners, as well as local and statewide behavioral healthcare providers to ensure that peer respite guests have access to higher levels of care if needed.
- m. Have policies and procedures that:
 - i. Ensure initial interactions with guests seek to understand guest's hopes for staying at the home.
 - ii. Ensure clear communication with guests about the voluntary nature of the services, house rules, length of stay, no cost for services, services offered, participation in services being self-directed, services are non-clinical, and recipient's values.
 - iii. Provide meaningful opportunities for guests to take part in decision-making, program planning, and program evaluation.
 - iv. Ensures the home is a safe space for staff and guests.
- n. Have an advisory board that is majority peer based.

- o. Hold monthly team meetings for all staff.
- p. Provide staff supervision.
- q. Provide staff the opportunity for peer-based co-reflection.

6. Oversight and Coordination Requirements

Recipient must:

- a. 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.
- b. Participate in quarterly technical assistance meetings with OHA and other peer respite programs on a schedule provided by OHA, which OHA shall provide in writing.

7. Reporting Requirements.

Recipient shall provide the following program reports:

- a. **Program Evaluation Report.** Submit an evaluation summary that gauges the fidelity of the Recipient’s program to the peer run-respite model. Additional details of this evaluation can be found in the handbook created by 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> Evaluation

Reporting Period	Report Due
November 1, 2023 – June 30, 2024	July 31, 2024
July 1, 2024 – January 31, 2025	February 28, 2025
February 1, 2025 – June 30, 2025	July 31, 2025

- b. **Quarterly Report.** OHA will establish reporting format requirements for the Quarterly Report by providing written notice to Recipient at least 30 days prior to the due date of a report. Reporting will include the following information:
 - (1) Number of guests served.
 - (2) Average duration of the stay at the home.
 - (3) Demographic data on guests, including self-reported demographics, in accordance with OAR 950, Division 30.
 - (4) Data on gender, and age of residents, if not captured under (3).
 - (5) Grievances and safety concerns of guests and staff.
 - (6) Summary of Recipient’s community engagement efforts.
 - (7) Summary of feedback received in guest surveys.
 - (8) Summary of any additional feedback or narratives highlighting the successes, recovery, and resilience of residents.

Reporting Period	Report Due
November 1, 2023 – June 30, 2024	July 31 st 2024
July 1, 2024 – September 30, 2024	October 31, 2024
October 1, 2024 – December 29, 2024	January 31, 2025
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 31, 2025

EXHIBIT A
Part 2
Disbursement and Financial Reporting

1. Grant Payment Disbursement.

- a.** Recipient shall prepare and electronically submit written invoices or documentation to hsd.contracts@odhsoha.oregon.gov. Recipient shall include in each invoice, in addition to the information required in paragraphs c and d below, at a minimum, the Agreement number; reference to the particular budget category included in Exhibit D; the invoice period dates; and the invoice totals for the subject period.
- b.** Within 15 calendar days of execution of Agreement, OHA will disburse \$25,000.
- c.** OHA will disburse grant monies related to the lease of property or property purchase as applicable based on the grant proposal, within 15 calendar days of receipt of an invoice, if the costs are consistent with Exhibit D:

 - An invoice for up-front lease costs must include but is not limited to identifying the property for lease, the lease period, the rental amount, any deposit required, and the total amount due upon execution of the lease.
 - An invoice for property purchase costs must include but is not limited to identifying the property to be purchased, the property purchase total cost, the amount of a down payment, loan interest rate if applicable, estimated amount of mortgage payments if applicable, and closing costs.
- d.** OHA will disburse grant monies for service start-up costs, within 15 calendar days of receipt of an invoice, if costs are consistent with Exhibit D. The invoice must include an attestation that Recipient will be ready to provide services within 6 months of receipt of the start-up costs with a detailed description of start-up costs needed, including but not limited to supplies and staff costs.
- e.** For the quarter following disbursement of grant funds related to service start-up costs, and for the remaining quarters in the grant period, OHA will disburse the remaining grant funds in equal quarterly amounts. Disbursement will be made by the 10th day of the end of the quarter.
- f.** Allowable expenses.

All grant funds provided under this Agreement must be spent by Recipient on expenses reasonably necessary to carry out the grant requirements described in this Agreement, including Exhibit A Part 1, in accordance with the specific constraints set forth below in (i) and (ii), and in accordance with Recipient's

budget incorporated as Exhibit D. Recipient will keep detailed records of the grant funds spent. Upon OHA written request to Recipient to review the detailed records of grant funds spent, Recipient will provide OHA access to these records within 72 hours.

- g.** Any funding unexpended or uncommitted at the end of the Agreement period must be promptly, and in no case exceed 45 days from the expiration or cancellation of this Agreement, returned to OHA. Funding may not be used for any expenses incurred prior to the start date of this Agreement.

- h.** Notwithstanding paragraphs b. through e. above, OHA will not disburse more than \$750,00 in any fiscal year.

EXHIBIT A

Part 3 Special Provisions

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 1 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.

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

When OHA 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 OHA 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 OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA 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 OHA 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.

File Security Interest Holder information as follows:

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 OHA 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 OHA is listed security interest holder, Recipient must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any payments realized for the transaction. OHA 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 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; Disbursements.**
 - 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). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single

financial institution or authorized disbursement 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 shall 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 disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. Recovery of Overpayments and Misexpended Funds. 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 or expended while Recipient is in violation of any term or condition of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Reserved.

7. 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.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

- (1) termination of this Agreement under Section 8.e.(2);
- (2) withholding all or part of funds 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 and misexpended under Section 5. of this Exhibit B.

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

c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.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; or
 - (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.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.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 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. 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 8.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.

9. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.
10. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon 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 disbursement and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
11. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
12. **Assignment of Agreement, Successors in Interest.**
- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
13. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of 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 & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

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, 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. 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.

1. 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.

1. 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.

2. 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.

3. 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.

4. EXCESS/UMBRELLA INSURANCE

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

5. 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).

6. 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.

7. 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.

8. 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).

9. 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.

10. 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.

Exhibit D Budget

Budget worksheet - Peer Run Respite Program (Year 1: 5 months set up, operational for 7 months; Year 2: 12 months operational)			
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		
	a. Set up staff 1 (first 14 weeks)	30 hours a week \$25/hour	\$ 10,500
	b. Set up staff 2 (first 14 weeks)	30 hours a week \$25/hour	\$ 10,500
	c. Set up staff 3 (first 14 weeks)	30 hours a week \$25/hour	\$ 10,500
	d. Set up staff 4 (first 14 weeks)	30 hours a week \$25/hour	\$ 10,500
	e. Set up staff 5 (bilingual) (first 14 weeks)	30 hours a week \$30/hour	\$ 12,600
	i. Employee 1 (90 weeks)	Peer Support Worker – 24 hours a week \$25/hour	\$ 54,000
	ii. Employee 2 (90 weeks)	Peer Support Worker – 24 hours a week \$25/hour	\$ 54,000
	iii. Employee 3 (90 weeks)	Bilingual Peer Support Worker – 24 hours a week \$30/hour	\$ 64,800
	iv. Employee 4 (90 weeks)	Peer Support Worker – 35 hours a week \$25/hour	\$ 78,750
	v. Employee 5 (90 weeks)	Peer Support Worker – 35 hours a week \$25/hour	\$ 78,750
	vi. Employee 6 (90 weeks)	Peer Support Worker – 35 hours a week \$25/hour	\$ 78,750
	vii. Employee 7 (90 weeks)	Bilingual Peer Support Worker – 35 hours a week \$30/hour	\$ 94,500
	viii. Employee 8 (90 weeks)	Bilingual Peer Support Worker – 35 hours a week \$30/hour	\$ 94,500
	ix. Employee 9 (90 weeks)	Peer Support Worker – 18 hours a week \$25/hour	\$ 40,500
	x. Employee 10 (90 weeks)	Outreach/Admin Coordinator – 35 hours a week \$25/hour	\$ 78,750
	xi. Employee 11 (90 weeks)	Bilingual Outreach/Admin Coordinator – 35 hours a week \$30/hour	\$ 94,500
	On Call Stipend - \$50 per night	This is an on-call stipend for for 1 on-call staff person every night we are operational. First year is operational for 28 weeks. Second year is 52 weeks.	\$ 28,000
	Per Diem Coverage	For per diem to cover open shifts and for any work that is a result of on call staff needing to come in (additionally, any budgeting from staff vacancies will also automatically be re-allocated to per diem budget)	\$ 50,000
	Advisory Board, Community Participants, Participant Incentives, Volunteers	Advisory board stipends; previous peer respite guests who will sit on hiring committees and educational opportunities; compensation for surveys and formal feedback opportunities	\$ 24,000
	b. Subtotal of all salaries		\$ 968,400
	c. Employee Benefits		
	i. Part time and full time benefits	25% of employees salaries will be provided so that workers can obtain competitive health care insurance, paid time off, language learning classes including Spanish and ASL, wellness programs, and other essential benefits.	216,600
	ii. Subtotal of benefits		\$ 216,600
	Subtotal of Personnel Expenditures		\$1,185,000

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		5 bedroom houses in our area cost approximately \$3,700 to rent. We may adjust this depending on availability at the time of receiving the grant. This amount includes deposit, security fee, etc. Any extra funds will be re-allocated for other house expenses (utilities, furniture, etc.)	\$ 96,200
b. Utilities		Utilities for peer respite house to include heating, water, garbage, etc.	\$ 12,000
c. Office and Cleaning Supplies		Ongoing purchases of basic office and cleaning supplies for use by staff and guests at the respite	\$ 11,500
d. Phone and internet services		4 phones (including service plans) and monthly internet for the house.	\$ 7,000
e. Insurance		Liability Insurance (CGL & PL) and Workers Comp	\$ 9,000
f. Staff training and development		Set up staff will receive peer respite training from the Wildflower Alliance, all staff State of Oregon Peer Support Specialist / Intentional Peer Support training and certification, anti-racism training, and accessibility trains - additional training opportunities will be provided to staff and community as needed	\$ 40,000
g. Staff finger-printing/background checks		For new hires	\$ 860
h. Arts & House Activities		For art supplies, books, music equipment, etc., to allow house activities for healing and self-expression.	\$ 15,000
i. Outreach materials and translation/interpretation services (ASL, Vietnamese, Mandarin and		For outreach to community partners, promoting the peer respite throughout the region. To support outreach to community partners and as needed to support guests at the respite.	\$ 11,800
j. Food Pantry		To keep food and other basic essentials stocked in the kitchen	20,000.00
k. Transportation Funds		Staff outreach and travel to trainings, funds to help people travel to and from the respite	10,000.00
Subtotal of Operating Expenditures			\$ 233,360
3. Start Up Costs (please describe)			
	Home furnishing and office equipment	Mattresses, linens, couches, desks, chairs, tables, kitchen supplies, desks, chairs, printer/copier, computers, computers programs, filing cabinet, etc.	20,000.00
	ADA Home Requirements & Other Home Modifications	This money will be used to create an ADA required first floor bathroom and an ADA entrance ramp, and any other necessary home modifications.	27,080.00
Subtotal One-Time Start-up Costs			\$ 47,080
4. Admin/Indirect costs, please describe in "notes" column			
		Bookkeeping, payroll and other admin support	\$ 34,560
Subtotal Admin/Indirect Costs			\$ 34,560
D. Total Proposed Operational Budget			\$1,500,000

Attachment 1

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 Stabbin Wagon, an Oregon 501c3 Nonprofit Organization (“**Declarant**”) and the State of Oregon, acting by and through the Oregon Health Authority and its Health Systems Division (“**OHA**”) pursuant to ORS 430.275 and Oregon Laws 2021, chapter 626. OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. The Oregon State Legislature appropriated \$6 million in funds for the biennium ending June 30, 2023 in House Bill 2980 (2021) (now codified as Oregon Laws 2021, chapter 626) (“**2980 Funds**”) to OHA for capital, start-up, and operational costs related to Peer Run Respite statewide. HB 2980 provides funding for four peer run respite homes in the following regions, The Portland Metropolitan Area, Southern Oregon, The Coastal Region, and Central or Eastern Oregon.

B. OHA issued two Request for Grant Proposals for the creation and operation of Peer-Run Respite Programs in Oregon (as hereinafter defined) for peer run organizations to pilot peer respite service. “Peer respite services” means voluntary, nonclinical, short-term residential peer support provided in a homelike setting to individuals with mental illness or trauma response symptoms who are experiencing acute distress, anxiety or emotional pain that may lead to the need for a higher level of care such as psychiatric inpatient hospital services.

C. Declarant applied and awarded an amount not to exceed ONE AND A HALF MILLION DOLLARS, \$1,500,000.00 in 2980 Funds (the “**Peer Run Respite 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], 2023 by and between the Parties (the “**Peer Run Respite Grant Agreement**”).

D. The Oregon State Legislature’s Joint Committee on Ways and Means stated in the Budget Report and Measure Summary for House Bill 2980 that the OHA was appropriated funds for the creation and

operation of Peer-Run Respite Programs in Oregon (“**2980 Funds**”). 2980 Funds are for the creation and operation of Peer-Run Respite Programs in Oregon.

E. Declarant applied and awarded an amount not to exceed ONE AND A HALF MILLION DOLLARS, \$1,500,000 in 2890 Funds (the “**Peer Run Respite 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 “**Peer Run Respite Grant Agreement**”).

F. 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 [City], [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**”.

G. 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.

H. 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 501c3 Nonprofit Organization 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) **Peer Respite will provide continuous peer support to a minimum of 4 guests and a maximum of 6 for up to two weeks at a time in a homelike setting to individuals with mental illness or trauma response symptoms who are experiencing acute distress, anxiety or emotional pain that may lead to the need for a higher level of care such as psychiatric inpatient hospital services.** For the duration of the Use Restriction Period (as hereinafter defined), Declarant will continuously rent or hold vacant and available within the Project, [4-6 units or beds or other] of Peer Respite Beds (collectively, the **“Housing Units [or Beds]”**) to serve individuals with mental illness or trauma response symptoms who are experiencing acute distress, anxiety or emotional pain that may lead to the need for a higher level of care such as psychiatric inpatient hospital (collectively, the **“Use Restrictions”**). For the purposes of this Declaration, “[Type of housing or other] means [peer respite beds] for individuals with mental illness or trauma response symptoms who are experiencing acute distress, anxiety or emotional pain that may lead to the need for a higher level of care such as psychiatric inpatient hospital.

(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]