



Grant Agreement Number PO-44300-00049629

**STATE OF OREGON
INTERGOVERNMENTAL 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

Deschutes County, Acting by and through its Health Services
2577 NE Courtney Drive
Bend, OR 97701
Attention: Janice Garceau
Telephone: 541-322-7664
E-mail address: janice.garceau@deschutes.org

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

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

BH - Child and Family
500 Summer Street N.E.
Salem, Oregon 97301
Agreement Administrator: Amy Chandler or delegate
Telephone: 503-551-3897
E-mail address: amy.b.chandler@oha.oregon.gov

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6 ., below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” may start on **July 1, 2025**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice ODHS’ 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 B: Standard Terms and Conditions
 - (4) Exhibit C: Subcontractor Insurance Requirements
 - (5)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 D, B, A, C, F, and E.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$100,000.00**. 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. **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 ☒ Not applicable
Assistance Listings number(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): Deschutes County, a political
subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: deschutes.org

Telephone: 541-322-7500 Fax: 541-322-7565

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

Workers' Compensation Insurance Company: Self Insured

Policy #: N/A Expiration Date: N/A

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 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) 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;
- (4) 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>;

- (5) 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>;
- (6) 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.
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to 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.

Deschutes County, Acting by and through its Health Services
By:

_____	Anthony DeBone
Authorized Signature	Printed Name
Chair, Board of County Commissioners	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Behavioral Health Division
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(b)	_____
Oregon Department of Justice	Date

EXHIBIT A

Part 1 Program Description

1. Project Overview and Background.

There is a need for effective treatment for children of all ages in Oregon, particularly for school age children and their caregivers who are being seen in outpatient care, to prevent their symptoms from reaching a severity requiring higher levels of care.

- a. Generation Parent Management Training - Oregon (GenPMTO) is a High-Fidelity family- based, trauma informed intervention with over 50 years of research demonstrating its effectiveness. It is effective for families with children ages 2-17 years who are experiencing significant social, emotional, or behavioral problems such as depression, hyperactivity, non- compliance, substance use, lying and stealing, or other maladaptive behaviors. Benefits for parents’ mental health and economic and social functioning have also been demonstrated.
- b. GenPMTO recognizes the vital role parents play as the primary change agents within their families. GenPMTO offers interventions to meet specific family needs such as for families reunifying after a foster placement, those with a history of substance use disorders, in-home services, individual family services, and group intervention.

In the 2019 legislative session, the Oregon Legislature awarded funding to the Oregon Health Authority (OHA) to increase access to effective children’s Behavioral Health Services. These funds made it possible for OHA to launch training and High-Fidelity program implementation projects with two providers serving nine counties of the evidence-based practice of GenPMTO. This Program will expand the number of GenPMTO Teams beyond the original sites.

The funds associated with this Grant Agreement will be used by Recipient to obtain training and certification through the GenPMTO program. Recipient will be required to meet the requirements of the training program, further identified in Section 6 “Program Activities”. Ongoing client services are not covered under this Grant Award, but compensation for services may be submitted as an insurance claim through the appropriate third-party insurance company, such as the Oregon Health Plan (OHP).

OHA’s obligation to make Grant disbursements to Recipient is subject to OHA receiving funding, appropriations, limitations, allotments, or other expenditure

authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement.

2. Mission.

The mission of GenPMTO training is to provide master's level Qualified Mental Health Professional (QMHP) and Qualified Mental Health Associate (QMHA) skills builders with the training and tools to assist families with children ages 2-17 years develop or re-establish social, emotional, and behavioral regulation; safety; and mental health and wellness. Research has demonstrated additional benefits such as academic functioning and reduction of barriers to parental employment.

3. Purpose.

The purpose of this Grant is to provide funding for GenPMTO training and certification to expand the number of organizations in Oregon providing High- Fidelity GenPMTO services to children and their caregivers. Recipient will:

- a. Support implementation of GenPMTO in accordance with the guidelines and protocols developed through research to maximize OHA's investment in this evidence-based intervention; and
- b. Increase access to therapy to Oregon families in need of two-generation behavioral health services.

4. Standards.

OHA requires that Recipient meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

5. Definitions.

For purposes of this Agreement, the terms below shall have the following meanings:

- a. **Eyberg Child Behavior Inventory (ECBI)** is a comprehensive, behaviorally specific, parent-rating scale that assesses the current frequency and severity of disruptive behaviors. This is a requirement of Fidelity GenPMTO implementation.
<https://www.parinc.com/Products/Pkey/97>
- b. **Fidelity** is the extent to which delivery of an intervention adheres to the protocol or program model originally developed and supported by research.
- c. **Generation PMTO (GenPMTO)** also referred to as the Parent Management Training - Oregon Model, is an evidence-based intervention that helps parents strengthen families at all levels (children, youth, parents, and couples). Delivery options include in-person with each individual family, including in-home delivery or telehealth, and multi- family group delivery.

- d. **Implementation Sciences International, Inc. (ISII)** is a non-profit organization located in Eugene, Oregon that trains clinicians in GenPMTO through active training programs. Website url: www.generationpmt.org
- e. **ISII Portal** is the web-based software tool used in training clinicians. The ISII Portal can be found at: <https://isii.pmtportal.org/> The Portal will be used for:
 - (1) Clinicians or organization's staff to enter family demographic information about each family (e.g., ages, number of family members, members' relationship to child/children);
 - (2) Clinicians to complete session forms and upload videos of family sessions;
 - (3) ISII coaches to review video recordings and provide feedback for clinicians;
 - (4) Fidelity scores to be recorded; and
 - (5) Data used to track clinicians' progress toward certification
- f. **Parenting Through Change (PTC)** is the group parent training version of GenPMTO. PTC requires additional training.
- g. **Qualified Mental Health Associate (QMHA)** means a person delivering services under the direct supervision of a QMHP who meets the minimum qualifications as authorized by the LMHA, or designee, and specified in OAR 309-019-0125 (9).
- h. **Qualified Mental Health Professional (QMHP)** means a Licensed Medical Professional or any other person meeting the minimum qualifications as authorized by the LMHA, or designee, and specified in 309-019-0125 (10).
- i. **Strengths and Difficulties Questionnaire (SDQ)** is a standardized and validated behavioral health screening questionnaire to be used with children 2 through 17 years. The SDQ can be used for screening, clinical assessment, and outcome evaluation. SDQ is available through <https://youthinmind.com/>
- j. **Treatment Completion in GenPMTO** is a minimum of 6 sessions (through introduction to limit setting) completed and a reduction of symptoms or problem behaviors on standardized measures from first session to consider a GenPMTO family as having "completed treatment".

6. Goals and Objectives.

As a result of clinicians receiving this training and certification, the Goals and Objectives of this Agreement are to:

- a. Demonstrate positive child, youth, and family outcomes of GenPMTO through data on reductions of child/youth externalizing behaviors at home and school or daycare, reduced symptoms of depression, and increased positive family communication;
- b. Demonstrate improvements in parent-adolescent relationships to prevent and reduce social, emotional, and behavioral problems including depression, anxiety, academic difficulties, alcohol and drug abuse, delinquency, and poor social skills; and
- c. Strengthen parenting skills to prevent and slow problems which can develop throughout childhood and adolescence and carry into adulthood.
- d. Build GenPMTO and Parenting Through Change (PTC) training infrastructure to ensure sustainability of this evidence based model in Oregon.

7. **Program Activities.**

Recipient must provide the Program Activities of QMHPs and QMHAs, to fulfill the duties as specified in this section. Recipient must be licensed, certified, or under the supervision of a Licensed Mental Health Professional, as required in Oregon, to provide Activities as outlined below. Recipient must employ or subcontract three or more staff who will be engaged in GenPMTO training and provision of direct GenPMTO services, and a supervisor or manager, which together will form a “Team”. Each Team must include (a) one or more QMHP staff members; must be engaged in GenPMTO training and direct service provision at each physical location; and (b) a supervisor or manager to participate in planning and ensure referrals and oversight of the project to support the clinicians in training. Other members of GenPMTO Teams may consist of additional QMHP, or QMHA staff members; the ratio of QMHP staff to QMHA staff on a Team must remain 1:4 or lower. Recipient may have more than one Team if Recipient has additional locations within Oregon. Each Team will:

- a. Subcontract with ISII for ten days of face-to-face trainings for staff members whose primary employment duties are direct client behavioral health services and who are currently serving five or more clients who would benefit from GenPMTO or PTC services. Recipients will be expected to:
 - (1) Collaborate with ISII trainers at least monthly during the planning period to identify and prepare clinicians who are likely to succeed in GenPMTO or PTC training. Identification of well-suited trainees will include submission of a) Clinician Characteristics Assessment tools completed by each proposed trainee and by clinical supervisor of proposed trainee; and b) a brief video (3-5 minutes) of each proposed trainee teaching a parenting skill or role-playing teaching a parenting skill.

- (2) Adhere to the sequence of training sessions, recruitment of parents, and start of GenPMTO or PTC sessions according to the schedule specified by the ISII Director of Implementation and Training to ensure the full benefit of trainings and adherence to the model.
 - (3) Begin training sessions within four months of executed Grant Agreement.
 - (4) Begin GenPMTO or PTC Services within one week of first training date. (Further outlined in Exhibit A, Part 1, Attachment 1: Certification Requirements Information for GenPMTO Candidates).
 - (5) Provide clinicians adequate time to prepare and debrief cases, upload videos weekly for trainer observation, and review feedback by ISII coaches on a regular basis to support upcoming sessions.
 - (6) Attend trainings which will consist of one 4-day workshop; two 3- day workshops or the equivalent hours in synchronous virtual training; and 24 consultation sessions via teleconferencing technology or live, for one hour, twice a month, for 12 months.
 - (7) Provide clinicians attending workshops with adequate support and coverage of their caseload and related duties to minimize distractions (e.g., texting, email, phone calls, etc.) during training activities.
 - (8) Provide clinicians with enough case referrals for trainees to consistently maintain minimum of 3-5 GenPMTO or PTC families on their caseloads, despite some clients discontinuing before completing treatment. Supervisors will monitor trainee caseloads and interface with their intake staff and referral sources to ensure enough clients for trainees to complete training.
 - (9) Strive to maintain a target number, per full time clinician, of ten or more GenPMTO or PTC families, who attend four or more GenPMTO or PTC specific sessions, over the course of 20 months.
- b. Purchase and provide all equipment necessary to record and upload practice and live sessions of GenPMTO or PTC skills by the first week of GenPMTO or PTC training, and for on-going certification documentation. (Exhibit A, Part 1, Attachment 2: Minimum Required Equipment List GenPMTO)
 - c. Purchase and distribute to trainees, all training manuals, clinician notebooks, and parent manuals required by ISII training protocols if

not supplied by the trainers.

- d. Purchase and make readily available, ECBI assessment and SDQ tools in quantities needed to gather data at the start of treatment, mid-treatment, and at the end of treatment or when family leaves GenPMTO services.
- e. Provide appropriate teleconferencing equipment, maintenance of equipment, and advice as needed or as requested to each site regarding set up, internet requirements, and how to make use of the teleconferencing equipment to facilitate on-going consultation sessions for 12 or more months.
- f. Ensure that trainees complete Certification Requirements within 20 months after the first week of GenPMTO or PTC training. At least 75% of trainees who start the training must become certified; trainees are required to include the pre/post treatment outcomes using the model in the required reports to OHA. (Exhibit A, Part 1, Attachment 1) Certification Requirements Information for GenPMTO Candidates).
- g. Ensure access to enough clients that trainers can review videos monthly for each trainee to confirm the use of the core competency skills toward meeting certification requirements.
- h. Submit quarterly project status update “Reports” via email within 45 calendar days following the end of each calendar quarter. Once clinicians participate in the first workshop, these quarterly reports will include intake and outcomes data in a format provided by OHA.
- i. Establish and maintain information pertinent to Fidelity reviews including:
 - (1) Evidence documented in the Electronic Health Records (EHR) of individuals and in reports to OHA of data-driven treatment decisions and the development of performance expectations using the ECBI, the age-appropriate versions of the SDQ, and documentation of session-by-session adherence to GenPMTO protocols.
 - (2) Reports to OHA from ISII regarding participation in training and consultation participation and progress towards certification as follows:
 - (a) Clinician workshop attendance;
 - (b) Number of GenPMTO families receiving services during training (i.e., families entered into ISII portal);
 - (c) Number of GenPMTO families who completed services (i.e., as reported in the ISII portal);
 - (d) Compliance with uploading video recordings and completing session forms;

(e) Number of consultation sessions provided to each OHA funded GenPMTO site and number of clinicians in attendance; and

(f) Fidelity summary for each clinician.

8. Reporting Requirements.

- a. Prepare and electronically submit to OHA at: bhd.contracts@oha.oregon.gov written quarterly reports on the delivery of GenPMTO training, certification, and implementation, no later than 45 calendar days following the end of each subject quarter for which payment is made through this Agreement.
- b. Reports must be prepared using forms and procedures prescribed by OHA.
- c. Report forms, which will be provided by OHA, include the following:
 - (1) GenPMTO_or PTC Data Form
 - (2) Excel Report Template
 - (3) GenPMTO or PTC Quarterly Report Face Sheet
- d. Upon OHA's request, Recipient will revise their quarterly report(s) and resubmit to OHA's satisfaction.

Attachment 1: Certification Requirements Information for GenPMTO Candidates

- 1.** Advancement to GenPMTO Certification Candidacy is based on:
 - a. Obtaining timely feedback (from ISII mentors and coaches) and effective incorporation of feedback;
 - b. Having at least three PMTO training families with feedback;
 - c. Receiving approximately 12 feedbacks from sessions with the three training families;
 - d. Completing a self-assessment interview; and
 - e. ISII inviting and informing candidates when they are advanced to certification candidacy.
- 2.** Certification sessions must be comprised of a minimum of two or more new families (not the families from training sessions).
- 3.** GenPMTO Candidates are to send four full certification sessions to ISII. Sessions are likely to contain material other than topics under review. The topics are:
 - a. Introducing Encouragement (introduce/present incentive chart or token system)
 - b. Introducing Discipline (introduce/present time out or work chores)
 - c. Troubleshooting Encouragement
 - d. Troubleshooting Discipline
- 4.** Consider the following criteria when submitting certification sessions:
 - a. Candidates can troubleshoot the same or different encouragement topic and the same or different discipline topic. For example, if introducing an incentive chart for one session, one may troubleshoot a token system in the other session.
 - b. The two sessions on Encouragement must be from different families. The two sessions on Discipline must be from different families. (E.g., if Introducing Encouragement is from the D family, Troubleshooting Encouragement must be from the E family).
 - c. It is acceptable to submit Introducing sessions for the same family (e.g., Introducing Encouragement and Introducing Discipline both from the D family).
 - d. Certification sessions will be viewed for a maximum of 60 minutes, beginning with the start of the session. (If translation is required,

sessions will be translated for a maximum of 60 minutes.)

- e. Session information forms must accompany each certification session, and case introduction forms must be submitted for each certification family, as applicable.
 - f. Informed consent must be obtained for each person who appears in the session.
5. Session information forms will be rated for a candidate's ability to succinctly evaluate:
- a. The plan for the session;
 - b. What went well and why;
 - c. What the challenges were;
 - d. What the candidate would do differently if they could do the session over; and
 - e. Context for the session that may/may not be related to resistance issues.
6. If a certification session does not receive a passing score (mean of 6.0 on Fidelity of Implementation Rating System (FIMP) dimensions or a score of 3.0 or lower on any FIMP dimension; i.e., no score in the "Needs Work" range), the candidate will be invited to submit an additional certification session of the same content. Candidates will receive a summary of strengths and areas to improve for each session that does not receive a passing score.
7. Candidates will receive a summary of strengths and considerations for each of the certification sessions receiving a passing score.
8. Certifiers take the following into consideration when making ratings:

a. **Introducing Encouragement Systems**

Token System

- Include raps with the concept of teaching new behavior through encouragement.
- Identify as a system of encouragement.
- Identify and demonstrate specific behavior(s) that earn tokens.
- Practice through Role-Play (RP).
- Identify incentives that may back up tokens.
- Explanation to the child (if parents will start using the system that week).
- Home Practice Assignment (HPA) is related to the system.

Incentive Chart

- Include raps with the concept of teaching new behavior through encouragement.
- Identify as a system of encouragement.

- Goal behaviors for a daily IC are identified and one selected.
- Goal behavior is broken into small steps.
- Daily rewards are identified.
- Explanation to the child (if parents will start using the system that week).
- HPA is related to the system.

b. **Introducing Limit Setting (Time Out, Work Chores)**

Limit

- Include raps about the concept of decreasing negative behavior with negative consequences.
- Qualities included in a negative consequence:
 - Mild
 - Short
 - Immediate
 - Unemotional
 - Do-able
 - Other
- Provide transition from encouragement to limit setting.
- Include raps regarding balancing negative consequences with encouragement.
- Identify behaviors that warrant negative consequence.
- Practice applying the consequence.
- Follow correct procedural steps for Time Out (TO) or Work Chores (see manual provided by GenPMTO trainer).
- Identify privileges to remove.
- Explanation to the child (if parents plan to start using limit setting that week).
- Include as many steps as possible, or as time allows.
- HPA assignment is related to progress (i.e., never give to start TO or Work Chores until parents are ready).

c. **Troubleshooting**

- Represents a return to the topic, reviewing its use, and adjusting as necessary.
- RP, eliciting goal behavior, brainstorming, and questioning process are integral parts of troubleshooting.

- Review of content is integral.
- Includes activity to assess skills.
- Includes practice to refine skills.
- HPA includes trying out new revision(s).

d. **General**

- Certification session content needs to be covered in at least half the session (30 minutes).
- Structure of a session (e.g., beginning, middle, and end) should include:
 - Debriefing HPA and its relevance to forward movement;
 - Introducing topic;
 - Assessing skill level and filling in the gaps with RP and/or other active teaching methods;
 - Rationales' underlying principles;
 - Assigning clear HPA suitable to family's progress; and
 - Other relevant strategies to successfully teach the content identified for certification session.
- Refer to Workshop Manual (e.g., *A Course in the Basic PMTO Model*)

Attachment 2: Minimum Required Equipment List GenPMTO

One bundle per GenPMTO trainee:

Recording Equipment

- Small digital camcorder (black)
- High-capacity intelligent battery
- 6' HDMI male to mini-HDMI male cable (Ver. 1.3)
- Compact AC power adapter and charger
- IFC-300PC interface cable

Accessories

- 128GB SDXC memory card (UHS-I / Class-10)
- Extended life BP727 replacement battery (3000mAh / 12.6Wh)
- 6.5" tabletop / pistol grip tripod
- 57" lightweight aluminum alloy tripod
- Water resistant carrying case
- Mini HDMI to HDMI cable (A-C)
- High speed memory card reader
- Equipment maintenance kit

It is recommended that all clinicians on the Team have the same equipment to facilitate technical assistance and problem solving if needed within the Team.

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

1. Grant Funding Disbursement.

- a. OHA will review and confirm throughout the term of the Grant Agreement that Recipient has either completed the appropriate Program Activities as described in Exhibit A, Part 1 “Program Description” or that timely progress has been made toward their completion. If an Activity has not been completed timely, OHA will provide written notice to Recipient, so that Recipient may satisfy the required Program Activities.
- b. Payment for all Activities performed under this Grant are subject to the provisions of ORS 293.462 and will not exceed the total maximum not-to-exceed amount specified in Section 3. “Grant Disbursement Generally”.
- c. Following execution of this Grant Agreement, OHA will make Quarterly payments upon receipt of Reports and Invoices:

Quarter	Due Date
July 1 – September 30	November 14, 2025
October 1 – December 31	February 13, 2026
January 1 – March 31	May 15, 2026
April 1 – June 30	August 14, 2026
July 1 – September 30	November 13, 2026
October 1 – December 31	February 12, 2027
January 1 – March 31	May 14, 2027
April 1 – June 30	August 13, 2027

- d. Payments are conditioned upon OHA’s review and approval of Recipient’s invoices and timely completion of the Activities detailed in Exhibit A, Part 1, Program Activities.
- e. OHA is not obligated to provide payment for any invoice received more than 60 days after the date of the expiration or termination of this Agreement, whichever is earlier.
- f. Travel and other expenses of the Recipient shall not be invoiced or paid separately. Travel and other expenses of the Recipient are all inclusive and are included in the maximum not-to-exceed amount of this Grant.
- g. Funding provided through this Agreement is subject to Legislative approval of

the Oregon Health Authority's 2025-2027 Budget, at the level proposed in the Governor's Balanced Budget or higher.

- h. Funding provided through this Agreement may only be used for the project in the manner prescribed herein. Funding may not be used to reimburse any expenses incurred prior to the effective date of this Agreement.

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.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
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.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 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 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

- 8. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

c. 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 9.a.
- (3) 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.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA’s property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that OHA and the 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.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements

apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

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

14. 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.

15. 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, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. 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.

17. 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.

18. 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

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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.

19. **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.
20. **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.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☐ Required ☒ Not required

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

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$_____ per claim and not less than \$_____ annual aggregate limit.

If coverage is provided 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 Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

POLLUTION LIABILITY:☐ Required ☒ Not required

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than \$_____ and not be less than \$_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

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.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

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

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: -0-0 PO 44300-00049629-0

Legal name *(tax filing)*: Deschutes County, a political subdivision of the State of Oregon

DBA name *(if applicable)*: Deschutes County

Billing address: 2577 NE Courtney Drive

City: Bend OR 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: ECCFB2E9-32C1-42A7-9973-DDEF04F6D6D8

Status: Sent

Subject: PO-44300-00049629-0 Deschutes County

Source Envelope:

Document Pages: 31

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Larry Briggs

Location: DocuSign

8/6/2025 1:11:54 PM

Larry.O.Briggs@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLMLocation: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jon Collins

jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:44:53 AM

ID: 47b09fbc-4364-48ad-8181-06540ee27d46

Sent: 8/6/2025 1:14:55 PM

Viewed: 8/7/2025 11:06:40 AM

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Janice Garceau janice.garceau@deschutes.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/6/2025 1:14:55 PM
Amy Chandler amy.b.chandler@oha.oregon.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
BHD.Contracts@oha.oregon.gov BHD.Contracts@oha.oregon.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2025 1:14:55 PM
Payment Events	Status	Timestamps
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