

# 2023-2025 Grant Solicitation: Oregon Behavioral Health Deflection Program

**Application Due Date:** July 1, 2024, at 1:00 PM PDT

## **Purpose:**

The purpose of the Oregon Behavioral Health Deflection (BHD) Program is to provide funding for counties and tribal governments to address the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system.

*Deflection programs* are collaborative programs between law enforcement agencies and behavioral health entities aimed at assisting individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community pathways to treatment, recovery support services, housing, case management or other services.

## **Eligible Applicants:**

Eligible applicants are Oregon county governments, or their designee, and Oregon's federally recognized tribal governments, or their designee. Only one application may be submitted per entity.

An applicant may submit a multi-jurisdictional application on behalf of a consortium of government partners. In this case, one designee must serve as the main applicant for purposes of administering the grant agreement and managing sub-agreements.

In order to be eligible for BHD funding, a program *must*:

- Be coordinated by or in consultation with a community mental health program, a local mental health authority, or a federally recognized tribal government;
- Have a coordinator with the following program duties:
  - Convene deflection program partners as needed for the operation of the program;
  - Manage grant program funds awarded; and
  - Track and report data required by the Oregon Criminal Justice Commission.
- Involve *at least* the following partners:
  - A district attorney;
  - A law enforcement agency;
  - A community mental health program established under ORS 430.620; and
  - A provider from a Behavioral Health Resource Network established under ORS 430.389.

# 2023-2025 Grant Solicitation: Oregon Behavioral Health Deflection Program

## Availability and Duration of County Funding:

This is a one-time solicitation offering financial support to county governments for the grant period beginning July 1, 2024, and ending June 30, 2025.

A total of \$18,487,381 is available in grant funds for county governments and will be awarded through a formula funding process determined by state law. Funding allocations are posted on the [CJC website](#).

Applicants may apply for a planning grant or an operational grant.

- Planning: Funds will primarily be used to plan and develop a deflection program that will be implemented after January 2025.
- Operational: Funds will primarily be used to operate a deflection program that will be implemented before January 2025.

## Application Timeline:

May 20, 2024	Grant solicitation released
<b>July 1, 2024, at 1 pm</b>	<b>Grant applications due</b>
No later than Aug 2, 2024	IMPACTS Grant Review Committee makes final award decisions

## Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Prior to submitting an application, applicants must coordinate with all partners of the development and administration of the proposed deflection program to ensure that the partners have the resources necessary to implement the deflection program.
3. Applications must include the following:
  - a. Responses to all application questions (a list of questions is attached to this document)
  - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request)
4. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

## How to Apply:

Applications must be submitted online through CJC's grant management system: <https://cjc-grants.smapply.io>.

# Application Questions

# Oregon Behavioral Health Deflection Program 23-25: Application Questions

**Application Due Date:** July 1, 2024, at 1:00 PM PDT

A deflection program is defined in HB 4002 (2024) as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

## **Cover Sheet**

County

*[dropdown list]*

Are you applying as an individual county or are you working as part of a consortium of counties?

- This application is for an individual county. *[if selected, skip to Primary Applicant Contact]*
- This application is a part of a consortium.

Please list all counties, including the one you represent, that are applying as part of your consortium.

Has the consortium established your county as the designee to apply for the Oregon Behavioral Deflection Program?

- Yes *[if yes, skip to Primary Applicant Contact]*
- No

Which county are you establishing as your designee to apply for the Oregon Behavioral Deflection Program?

*[dropdown list]*

- By selecting this box, the submitter acknowledges that their county's proportion of funds for the Oregon Behavioral Health Deflection Program will be distributed to the county they have designated above.**

**Primary Applicant Contact**

Name:

Organization:

Title:

Street Address:

City:

Zip Code:

E-mail:

Phone:

**Fiscal Contact**

Name:

Legal Name of Organization for Payment:

State EIN:

Payment Remittance Street Address:

City:

Zip Code:

E-mail:

Phone:

Would you like ACH payment processing (direct deposit)?

- Yes  
 No

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**APPLICANT ELIGIBILITY QUESTIONS**

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

- Yes *[if yes, skip to next section]*  
 No

**A. Deflection Program Coordinator**

1. To be eligible for funding you must have a program coordinator responsible for convening deflection program partners as needed for the operation of the program, managing grant program funds awarded under this section, tracking and reporting data required by the Oregon Criminal Justice Commission, and providing notification of deflection program completion to the entities responsible for sealing records under

section 54 of HB 4002 (2024). **This position is an eligible use of Oregon Behavioral Health Deflection Program (BHD) funds.**

Identify the program coordinator below.

Name:

Position Title:

Organization:

Email Address:

How is your program coordinator funded? *You may use BHD funds.*

- The applicant acknowledges that the program coordinator will be responsible for the duties listed above and outlined in HB 4002 (2024), and the applicant is required to provide the CJC with new contact information if the individual performing the coordinator duties changes in the future.

## **B. Required Program Partners & Collaboration**

1.) Is your deflection program coordinated by or in consultation with a community mental health program, a local mental health authority, or a federally recognized tribal government? *Select all that apply and indicate the involved organization(s), but you must select at least one to be eligible.*

- Community Mental Health Program:
- Local Mental Health Authority:
- Federally Recognized Tribal Government:

2.) Please indicate the organization(s) of the required local partners involved in the development and/or administration of your county's deflection program.

District Attorney:

Law Enforcement:

Community Mental Health Program:

Behavioral Health Resource Network Provider:

3.) Please indicate the organization(s) of the optional local partners involved in the development and/or administration of your county's deflection program.

*Select all that apply.*

- Public defense:

- Court:
- Treatment Provider:
- Local Mental Health Authority:
- Tribal Government:
- Peer Support Organization:
- Local Government Body:
- First Responder Agency:
- Community Provider:
- Community Based Organization:
- Case Manager Provider:
- Recovery Support Services Provider:
- Other [open text]:

*For the questions below, please refer to the local partner organization(s) you identified in questions 2-3 of this section that are involved in the development and/or administration of your county's deflection program.*

- 4.) Prior to submitting this application, have you coordinated with all program partners identified above on the development and administration of the proposed deflection program to ensure that the partners have the resources necessary to implement the deflection program?
- Yes
  - No
- 5.) Please describe the coordination with program partners that has occurred to set up your jurisdiction's deflection program.

*Word Limit: 150*

- 6.) Describe how the program coordinator will communicate with all program partners concerning program participants and any other matter necessary for the administration of the program.

*Word Limit: 150*

### **C. Deflection Program Details**

- 1.) Are you requesting funds for a planning grant or an operational grant?
- Planning: This grant will primarily be used to plan and develop a deflection program that will be implemented after January 2025. You will be required to notify CJC as soon as your program is ready to become operational.
  - Operational: This grant will primarily be used to operate a deflection program that will be implemented before January 2025.

2.) At this time, when does your county estimate it will begin operating a deflection program?

*NOTE: If your county already has a program in operation that will serve as its deflection program, please provide the date that program began.*

Month:

Year:

*If your program is operational, please provide detailed responses to the questions below. If you selected a planning grant, please describe what you have done to date or currently plan to do in response to each question below.*

3.) From the initial call for service or point of contact with an individual to a referral and/or engagement with treatment or services, please describe how your deflection program functions, in steps. (Your response may include: referral pathways, plan for engagement in treatment and/or services, collaboration among deflection partners, data sharing practices, etc.)

*Word Limit: 300*

4.) Please describe the individuals who are eligible for your deflection program.

*Word Limit: 75*

5.) What qualifies as a successful outcome for participants in your deflection program?

*Word Limit: 75*

6.) Describe how your deflection program is culturally and linguistically responsive, trauma-informed, and evidence-based.

*Word Limit: 150*

7.) Please describe how your program will address language access barriers when communicating program referral options and program procedures to non-English speaking individuals.

*Word Limit: 150*

8.) As part of your deflection program, will law enforcement or first responders (as part of routine activities or patrol) make the first contact and refer individuals to treatment or a case manager?



- Yes

*[if yes]* Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- No

- 9.) As part of your deflection program, will arrests or citations be made, charges be filed, or charges held in abeyance?

- Yes

*[if yes]* Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- No

- 10.) As part of your deflection program, can an individual voluntarily initiate contact with a first responder agency (e.g. police department, fire station, EMS) to seek a referral to treatment, without an arrest, citation, or charges filed?

- Yes

*[if yes]* Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- No

- 11.) As part of your deflection program, will first responders or an outreach team proactively identify or seek out individuals with substance use disorders to refer them to or engage them in treatment and/or services without an arrest, citation, or charges filed?

- Yes

*[if yes]* Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- No

- 12.) As part of your deflection program, will first responders and/or program partners conduct specific outreach to individuals who have recently experienced an opioid overdose to engage them in treatment and/or services without an arrest, citation, or charges filed?

- Yes

*[if yes]* Please describe this process and specify if process includes engagement in Medication Assisted Treatment, and include its planned or operational start date if different than the date identified in question C.2.

- No

- 13.) As part of your deflection program, will a multidisciplinary mobile crisis team (e.g. behavioral health professionals, crisis workers, peer specialists) responding to a call for service refer individuals to treatment or case manager without an arrest, citation, or charges filed?

Yes

*[if yes]* Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

No

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## **DATA**

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

Yes *[if yes, skip to next section]*

No

In order to determine best practices within Oregon, tracking and reporting data concerning deflection program outcomes is an important part of the BHD program. Please acknowledge that you have read and understood the following statements:

- I acknowledge our program will comply with the CJC's relevant BHD data tracking and reporting requirements.
- I acknowledge our program will cooperate with the CJC and their technical assistance providers in establishing a statewide data collection system for deflection programs.
- I attest that our program coordinator or a representative of our program will attend all required webinars held by the CJC's research partners or technical assistance partners during the first year of the BHD.

Your deflection program coordinator will be responsible for tracking and reporting deflection data in the statewide data system developed by CJC, as requested by CJC or CJC's research/technical assistance partners. Considering the required and optional partners in your program's development, do you anticipate any barriers or challenges in tracking or reporting the following data points?

Select all that apply:

- List of deflection participants
  - Deflection participant demographics (e.g., age group, race/ethnicity for each participant)
  - Source of referral for deflection (e.g, District Attorney, law enforcement, BHRN, community mental health program)
  - Services provided as part of the deflection program
  - Don't know, please explain:
- 

## **BUDGET**

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

- Yes *[if yes, end application]*
- No

## **Budget Projection Sheet Upload**

Please download the Budget Projection Sheet ([click here](#)), and then upload your Budget Projection Sheet below.

To assist with completing your Budget Projection Sheet, you can view the 2023-25 Oregon Behavioral Health Program Formula Funding Table by [clicking here](#).

*Grant funds may be used for: deflection program expenses including but not limited to law enforcement employees, deputy district attorneys and behavioral health treatment workers, including peer navigators and mobile crisis and support services workers; behavioral health workforce development; and capital construction of behavioral health treatment infrastructure.*

*Upload*

Sample  
Budget  
Projection  
Sheet

**BUDGET PROJECTION SHEET**

<b>CJC Grant Program:</b>	Oregon Behavioral Health Deflection Program
<b>County Name(s):</b>	

**Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient**

**Directions:**  
 In the "Program/Project Supported" field, identify the specific program/project the position supports. *Examples could include LEAD Team, Mobile Crisis Team, County Deflection Program, etc.*  
 In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a .50 FTE (a half-time case manager) = 50  
 In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at full time, regardless of the value included in the "% Time per Month" field.  
 In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant project period.

Position Title	Program/Project Supported	Employing Agency	New or Existing Position	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested	Personnel Narrative:
1			Select Option				0.00	1.)
2			Select Option				0.00	2.)
3			Select Option				0.00	3.)
4			Select Option				0.00	4.)
5			Select Option				0.00	5.)
6			Select Option				0.00	6.)
7			Select Option				0.00	7.)
8			Select Option				0.00	8.)
9			Select Option				0.00	9.)
10			Select Option				0.00	10.)
<b>Personnel Total:</b>							\$ -	

**Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient. Capital construction may be requested in this category.**

**Directions:**  
 In the "Contract Title & Purpose" field, identify the contractor and what services the contract covers (generally).  
 In the "Program/Project Supported" field, identify the specific program/project the contracted services support.

Contract Title & Purpose	Program/Project Supported	Contract Category	Unit Type	Price per Unit	# Units Required	Total Amount Requested	Contractual Services Narrative:
1		Select Option	Monthly			0.00	1.)
2		Select Option	Select Option			0.00	2.)
3		Select Option	Select Option			0.00	3.)
4		Select Option	Select Option			0.00	4.)
5		Select Option	Select Option			0.00	5.)
6		Select Option	Select Option			0.00	6.)
7		Select Option	Select Option			0.00	7.)
8		Select Option	Select Option			0.00	8.)
9		Select Option	Select Option			0.00	9.)
10		Select Option	Select Option			0.00	10.)
<b>Contractual Services Total:</b>						\$ -	

**Housing & Facilities: Eligible expenses for space/utilities necessary to complete program work and short-/long-term housing support for participants. Capital construction may be requested in this category.**

**Directions:**  
 In the "Item Description" field, identify what the expense covers (generally).  
 In the "Program/Project Supported" field, identify the specific program/project the expense supports.

Item Description	Program/Project Supported	Unit Type	Price per Unit	# Units Required	Total Amount Requested	Housing & Facilities Narrative:
1		Select Option			0.00	1.)
2		Select Option			0.00	2.)
3		Select Option			0.00	3.)
4		Select Option			0.00	4.)
5		Select Option			0.00	5.)
6		Select Option			0.00	6.)
7		Select Option			0.00	7.)
8		Select Option			0.00	8.)
9		Select Option			0.00	9.)
10		Select Option			0.00	10.)
<b>Housing &amp; Facilities Total:</b>					\$ -	

**Equipment: Permanent or non-expendable equipment with a purchase price of \$5,000 or more, or a useable life of two or more years, for a single item**

**Directions:**  
 In the "Item Description" field, identify the name/type of equipment to be purchased.  
 In the "Program/Project Supported" field, identify the specific program/project the equipment supports.  
 In the "Organization Served" field, identify the entity that will own and operate the equipment.  
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program/Project Supported	Organization Served	Price per Unit	# Units Required	Total Amount Requested	Equipment Narrative:
1					0.00	1.)
2					0.00	2.)
3					0.00	3.)
4					0.00	4.)
5					0.00	5.)
6					0.00	6.)
7					0.00	7.)
8					0.00	8.)
9					0.00	9.)
10					0.00	10.)
<b>Equipment Total:</b>					\$ -	

**Supplies: Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the "Equipment" category. Clients supports could be requested in this category.**

**Directions:**  
 In the "Item Description" field, identify the name/type of supplies to be purchased.  
 In the "Program/Project Supported" field, identify the specific program/project the supplies supports.  
 In the "Organization Served" field, identify the entity that will use the supplies.  
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program/Project Supported	Organization Served	Price per Unit	# Units Required	Total Amount Requested	Supplies Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1					0.00	1.)
2					0.00	2.)
3					0.00	3.)
4					0.00	4.)
5					0.00	5.)
6					0.00	6.)
7					0.00	7.)
8					0.00	8.)
9					0.00	9.)
10					0.00	10.)
<b>Supplies Total:</b>					\$ -	

**Training/Associated Travel:** Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes

Directions:  
 Each line item should be dedicated to a single training cost or travel cost.  
 All travel expenses must follow state DAS and federal GSA regulations; luxury expenses are not allowed (e.g. first-class seating).  
 In the "Program/Project Supported" field, identify the specific program/project the training supports.  
 In the "Organization(s) Served" field, list the entity(ies) that will have personnel attending training.  
 In the "Is this a Training or Travel Cost?" field, select to which this line item relates from the dropdown menu.  
 In the "Training or Travel Costs (Per Individual)" field, input the estimated individual travel cost or registration cost for one attendee.

Training Title	Program/Project Supported	Organization Served	Location of Training	Is this a Training or Travel Cost?	Training or Travel Costs (Per Individual)	# of Individuals Attending	Total Amount Requested	Training/Associated Travel Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program. For travel line items, please indicate with which training it is associated.
1				Select Option			0.00	1.)
2				Select Option			0.00	2.)
3				Select Option			0.00	3.)
4				Select Option			0.00	4.)
5				Select Option			0.00	5.)
6				Select Option			0.00	6.)
7				Select Option			0.00	7.)
8				Select Option			0.00	8.)
9				Select Option			0.00	9.)
10				Select Option			0.00	10.)
<b>Training/Travel Total:</b>							\$ -	

**Administrative Costs:** Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services

Directions:  
 Total Administrative Costs may not exceed 10% of total funds requested, unless an exception is granted by the Commission.  
 In the "Item Description" field, identify the specific activities to be conducted.  
 In the "Program/Project Supported" field, identify the specific program/project the expense supports.  
 In the "Organization" field, identify the entity that will be conducting the administrative activities.

Item Description	Program/Project Supported	Organization Served	Total Amount Requested	Administrative Costs Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1				1.)
2				2.)
3				3.)
4				4.)
5				5.)
6				6.)
7				7.)
8				8.)
9				9.)
10				10.)
<b>Administrative Total:</b>			\$ -	

**Budget Request Totals:** This section will be automatically calculated based on the information provided above

Budget Categories	Category Totals	
Personnel	\$ -	
Contractual Services	\$ -	
Housing & Facilities	\$ -	
Equipment	\$ -	
Supplies	\$ -	
Training/Associated Travel	\$ -	
<i>Subtotal</i>	\$ -	
Administrative Costs	Total	% of Total Request
All Items	\$ -	#DIV/0! *No more than 10%, without exception request
<b>Total Budget Request:</b>	\$ -	

# Sample Grant Agreement



**BHD-25-XX GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

**Agreement Number:** BHD-25-XX

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Grantee Name** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$XXX,XXX,XXX

**Completion Deadline:** June 30, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. **Disbursement.** Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in two equal installments of \$XXX,XXX each, the first installment by October 5, 2024, and the second installment on January 5, 2025.

B. **Conditions to Disbursements.** CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and
- (2) CJC has received appropriations, limitations, allotments or other expenditure authority

sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

**SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Behavioral Health Deflection programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

**SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

- A. Organization and Authority.
  - (1) Recipient is validly organized and existing under the laws of the State of Oregon.
  - (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
  - (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
  - (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.
- B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

**SECTION 6: COVENANTS OF RECIPIENT**

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## SECTION 7: DEFAULT

- A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:
  - (1) **Misleading Statement.** Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. **CJC Default.** CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

- A. **CJC Remedies.** Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## **SECTION 9: TERMINATION**

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## **SECTION 10: MISCELLANEOUS**

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
  - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of 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 CJC on the one hand and of 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum: Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the

addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended



beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

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Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**GRANTEE NAME**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 5/9/24*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its  
Criminal Justice Commission

**Grant Administrator:** Kaysea Beck

**Telephone:** (503) 602-0640

**Email:** kaysea.beck@cj.c.oregon.gov

**Recipient**

Grantee Name  
Mailing Address  
City State Zip

**Contact:** Name

**Telephone:** Number

**Email:** Email

**Project Description:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon’s federally recognized tribal governments and counties in the development and operation of “deflection programs,” defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC’s Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

*Operational Grant Language:*

The Grant has been awarded as an operational grant and requires the Recipient to:

- Have a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Involve the partners described in HB 4002, Section 76(4)(c); and
- Comply with the CJC’s data tracking and reporting requirements.

*Planning Grant Language:*

The Grant has been awarded as a planning grant and requires the Recipient to:

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4)(c) on the development and administration of a deflection program;

- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as Recipient’s program becomes operational to amend any terms of this agreement, as needed.

Recipient shall use Grant funds to support the following program(s), its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above: PROGRAM NAME/DESCRIPTION

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**Project Period:**

Start Date: July 1, 2024

End Date: June 30, 2025

**Reporting Requirements:**Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC's research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and the Research Electronic Data Capture (REDCap) data collection portal, respectively, and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
  
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
  
3. REDCap Monthly Data Report
  - a. Deidentified data on program participants enrolled, engaged, or served during the prior calendar month; and
  - b. Any monthly information on the Project as CJC may reasonably request.

**EXHIBIT B:  
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:**

All employers, including Contractors, 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 Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the 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, each 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:**

**Required**    **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**  **Not required**

Automobile Liability Insurance covering each Contractor'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.

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC 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 the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (ii) CJC or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

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

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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