

## **Sign-on bonus, Retention bonus, and Housing Stipend Request for Application**

### **I. Purpose and Scope:**

Oregon is in a behavioral health care workforce crisis that has been exacerbated by the COVID-19 pandemic. The need from Oregon's communities for qualified behavioral health care workers increases while the supply continues to fall short. The existing workforce continues to struggle with capacity to meet demand, which is interfering with retention and recruitment efforts. Oregon's historically marginalized communities are most impacted by this crisis. Communities of Color and Tribal Nations are failed by a lack of culturally specific and culturally responsive services within the current behavioral health care workforce. Rural communities are failed by a lacking general presence of behavioral health care workers.

Due to the increasing need of behavioral health care workers, House Bill 4071, Section 1 (2022) authorizes the Oregon Health Authority (OHA) to distribute funds to behavioral health care organizations for the purpose of providing incentives such as sign-on bonuses, retention bonuses, and housing stipends to help recruit and retain qualified behavioral health care workers. This program's aim is to diversify the behavioral health workforce through improving recruitment, retention, and capacity of providers that increase access to services that are peer- and community-driven and that provide culturally responsive and culturally specific, specific services for people of color, tribal communities, and persons with lived behavioral health experiences.

Of the \$60 million appropriated by the Legislature to OHA for its Behavioral Health Workforce Initiative (BHWi) for the 2021-23 biennium, to diversify and increase capacity of the behavioral health workforce, up to \$2,000,000 in total funding will be awarded through this request for grant applications ("RFA"). A maximum of \$120,000 will be awarded to any one qualified behavioral health care organization.

### **II. Definitions:**

For purposes of this RFA:

- "Communities of color" means members of the following racial or ethnic communities:
  - (a) American Indian;
  - (b) Alaska Native;
  - (c) Hispanic or Latino;
  - (d) Asian;
  - (e) Native Hawaiian;
  - (f) Black or African American;
  - (g) Mixed race; or
  - (h) Other racial or ethnic minorities.

- “Communities who are underserved” include communities of color, Tribal members, LGBTQIA2S+ communities, refugees, immigrants, veterans, persons with disabilities, individuals with intellectual and developmental disabilities, individuals with limited English proficiency, individuals in custody and rural residents.
- “Direct behavioral health care” means a mental health or addiction service provided directly from a behavioral health care worker to either an individual client/patient or group of clients/patients. Care can be provided either in-person or through telehealth and can include:
  - Behavioral health assessment;
  - Service plan development and review;
  - Increasing holistic health literacy;
  - Risk assessment and monitoring;
    - Identifying and documenting risks related to addiction, harming oneself, or harming others;
    - Working with an individual to eliminate or reduce risks;
    - Developing and implementing a Risk Mitigation Plan;
    - Monitoring risks over time;
  - Making adjustments to an individual's Service Plan as needed;
  - Jail diversion activities;
  - Other program coordination. This means helping an individual navigate or coordinate with other social, health, and assistance programs;
  - Crisis response and intervention;
  - Service provision issues. This means assisting an individual with problem solving to resolve issues that occur with providers, services, or hours that don't meet the individual's needs;
  - Individual Psychotherapy and Group Psychotherapy;
  - Developing safety plans;
  - Facilitating support groups;
  - Providing screening tests;
  - Increasing health care literacy;
  - Sharing culturally appropriate and accessible health education and information;
  - Assisting with creation of a birth plan;
  - Other services the Authority deems/identifies by written notice as direct behavioral health care.
- “Rural” means any geographic area in Oregon ten or more miles from the centroid of a population center of 40,000 people or more.

### **III. Eligible organizations**

Applications will be accepted from the following behavioral health organizations:

- Urban Indian Health Programs (Native American Rehabilitation Association)
- Tribal Behavioral Health Programs
- Certified Community Behavioral Health Clinics
- Organizations operating Residential Treatment Facilities
- Private non-profit behavioral health care organizations that meet the following criteria:
  - Serve adults or youth, at least 50% of whom are any one of more of the following: uninsured, enrolled in the state medical assistance program (Medicaid), or enrolled in Medicare
- Private for-profit behavioral health care organizations that meet the following criteria:
  - Serve adults or youth, at least 50% of whom are any one or more of the following: uninsured, enrolled in the state medical assistance program (Medicaid), or enrolled in Medicare; and
  - Employ 25 or less full time equivalent (FTE) direct behavioral health care workers.

In addition to being an organization listed above an eligible applicant organization must be one that employs behavioral health care workers who have associate's, bachelor's, master's, or doctoral degrees or other behavioral health credentials, and that provide direct behavioral health care to Communities who are underserved.

**Applications will not be accepted from individual private practice providers.**

#### **IV. Individuals eligible for stipends**

An organization awarded funds may use funds to provide sign-on bonuses, retention bonuses, or housing stipends to full-time behavioral health care workers filling or occupying permanent employment positions that the applicant intends to maintain (e.g., not temporary or limited-duration positions). In order to receive bonuses or assistance, these workers must provide direct behavioral health services focused on Communities who are underserved and reside in Oregon, and must fall within one of the categories below:

- Licensed Clinical Social Worker
- Licensed Psychologist
- Licensed Professional Counselor
- Licensed Marriage and Family Therapist
- Clinical Social Worker Associate
- Psychologist Resident Associate
- Professional Counselor Associate
- Marriage and Family Associate
- Qualified Mental Health Professional
- Certified Alcohol and Drug Counselor
- Certified Gambling Addiction Counselor

- Qualified Mental Health Associate
- Certified Recovery Mentor
- Traditional Health Worker
- Certified Prevention Specialist
- Certified Gambling Recovery Mentor
- Registered Mental Health Associate (QMHA-R)
- Certified Alcohol and Drug Counselor Candidate (CADC-R)
- Licensed Certified Art Therapist
- Licensed Art Therapist
- Psychiatrist
- Nurse Practitioner
- Clinical Nurse Specialists
- Other credentialed providers whose credentials are not listed, but also provide direct behavioral health care services using their credentials

**V. Funding Requirements**

In addition to any other requirements under this RFA, funding through this RFA is subject to the following requirements:

- Qualifying organizations can receive up to \$120,000.00 for a project period of 2 years.
- Maximum for an individual sign-on or retention bonus is \$10,000.00 per year (beginning as of initial bonus payment to employee) per qualifying individual.
- Minimum for an individual sign-on or retention bonus is \$3,000.00 per year (beginning as of initial bonus payment to employee) per qualifying individual.
- Bonuses may be paid across periodic increments (i.e. quarterly), as determined in the discretion of the organization. If a bonus paid in periodic increments would satisfy the minimum described above, except that the qualifying individual leaves employment or otherwise ceases to qualify for the bonus prior to payment of the full amount, the bonus paid up until the disqualification of the individual will be deemed to satisfy the minimum set forth above.
- Funding may not be used solely for retention bonuses.
- Maximum for an individual housing stipend is \$10,000.00 per calendar year.
  - Housing stipends may only be paid to behavioral health care workers that:
    - Move to a rural area for employment; **OR**
    - Are recruited to any area in Oregon from outside the state of Oregon.
  - Housing stipends may be combined with bonuses
  - Housing stipends may be paid across periodic increments (i.e. quarterly), as determined in the discretion of the organization. If a stipend paid in periodic increments would satisfy the minimum described above, except that the qualifying individual leaves employment or otherwise ceases to qualify for the

stipend prior to payment of the full amount, the stipend paid up until the disqualification of the individual will be deemed to satisfy the minimum set forth above.

- Housing stipends may only be used for the recruitment of new behavioral health care workers filling vacant direct behavioral health care worker employment positions.
- Fully “telehealth” positions are not eligible for housing stipends.
- Part “in-person” and part “telehealth” positions are eligible for housing stipends.
- Minimum for an individual housing stipend is \$3,000 per calendar year.
- Funding from this grant will only be used for clinical staff providing direct behavioral health services. Non-clinical staff (including leadership positions) are not eligible for benefits funded by this grant.
- Funding may not be used to supplement other bonus programs being offered within organizations using funds other than funds received under this grant program.
- Funding may only be used for providing bonuses and/or stipends to behavioral health care workers employed full time.
- Funding awarded to an individual behavioral health care worker for any bonus or stipend may not be required or requested by the employer to be returned.
- Funding may only be used for bonuses and/or stipends for permanent employment positions that the applicant organization expects to maintain indefinitely on a full-time basis (e.g., not temporary or seasonal positions).

#### **VI. Information to be provided by applicant organization on the application:**

An organization applying for funding through this RFA must submit the following information and complete the application:

- Type and amount of vacant and full-time behavioral health care positions that have taken 8 or more weeks since the posting date to fill since the beginning of the current state fiscal year (July 1<sup>st</sup>, 2022)
- Current bonus program incentives being used by applicant organization
- Amount of funds being requested
  - Maximum funds that may be requested is \$120,000
- A 500-word limit plan for how the applicant organization will use bonus and housing stipend incentives to improve recruitment and retention of behavioral health care workers.
  - This plan is expected to include:
    - Amount of funding to be used per individual bonus or stipend
    - Payment schedule of individual stipend or bonus incentive
    - What distance can be considered a fair commuting distance for individuals awarded housing stipends.

**VII. Recipient Attestation Requirement:**

In the application an authorized representative of the applicant will be required to attest to the following:

1. The authorized representative is authorized to apply for funds on behalf of the applicant and to bind the applicant to the terms and conditions set forth in Exhibit A to this RFA (the "Grant").
2. The applicant has reviewed this RFA in its entirety and is an eligible applicant based on the requirements of this RFA.
3. The applicant has reviewed, understands, and acknowledges and agrees to comply with the Grant. Without limitation, the applicant understands and acknowledges that on Recipient's acknowledgement of a notice of award issued by OHA, the applicant will be bound by the terms and conditions of the Grant.
4. All information provided to OHA in connection with this application is true and correct, and the applicant agrees to notify OHA immediately in writing if the applicant becomes aware that any such information is inaccurate or incomplete.

**VIII. Recipient Reporting Requirements:**

If an applicant is awarded funding it will be required to comply with reporting requirements set forth in the Grant, including but not limited to those set forth in Section 5 of the Grant.

**IX. Changes/Modification and Clarifications:**

When appropriate, OHA will issue revisions, substitutions, or clarifications as addenda to this RFA. Revisions, substitutions, or clarifications to the RFA shall be recognized only if in the form of written addenda issued by OHA.

**X. Reservation of OHA Rights:**

OHA reserves all rights regarding this RFA, including, without limitation, the rights in OHA's sole discretion to:

- Amend or cancel this RFA without liability if it is in the best interest of the OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFA;
- Seek clarification of any Application;
- Negotiate the Program Activities described in this RFA;
- Amend or extend the term of any Agreement that is issued as a result of this RFA;
- Engage Applicants(s) by selection or procurement for different or additional Program Activities independent of this RFGA process and any agreements entered into pursuant hereto; and

- Reject any Application upon finding that to accept the Application may impair the integrity of the solicitation process or that rejecting the Application is in the best interest of OHA.

**XI. Application Evaluation:**

Applications will be evaluated after the closing of the application period. Applications will be evaluated based on eligibility criteria and responses to the application essay question.

**XII. Final Selection:**

All Applicants will be notified whether or not they will be receiving an award through a written notice of award from OHA. It is anticipated that these notifications will come out on or around 12/15/2022, but that timeline is subject to change depending on the volume and complexity of Applications that are received.

**XIII. Cost of Applications and Obligation:**

All costs incurred in connection with preparing and submitting an Application in response to this RFA will be the responsibility of the Applicants and will not be reimbursed by OHA. All Applicants who submit an Application in response to this RFA understand and agree that OHA is not obligated to select any Applicant and, further, has absolutely no financial obligation to any Applicant arising from this RFA.

**XIV. Release of Information:**

Except as required by the Oregon Public Records Law or other applicable law, no information shall be given to any Applicant (or any other person) relative to its standing in relation to other Applicants during the RFA process.

**XV. Public Information:**

The application solicitation file is subject to public disclosure in accordance with the Oregon Public Records Law (ORS 192.311–192.478). If any part of an Application is considered a trade secret as defined in Oregon Revised Statutes 192.345(2) or otherwise exempt from disclosure under Oregon Public Records Law, the Applicant shall submit one additional copy of their Application that redacts only the exempt language. Any person may request copies of public information. However, except as required by applicable law, copies of Applications will not be provided until the evaluation process has been completed and the Applicants are notified.

**XVI. Application Link:**

<https://app.smartsheet.com/b/form/1107d9ecb4ff4332a8da920ac76834ed>

**XVII. Point of Contact:**

**For questions please contact:**

Tim Nesbitt

[tim.r.nesbitt@dhsosha.state.or.us](mailto:tim.r.nesbitt@dhsosha.state.or.us)

(503)551-9040



## EXHIBIT A

### Grant Terms and Conditions

- 1. RFA Incorporated.** The recipient (“Recipient”) awarded funds under the request for grant applications (the “RFA”) to which these grant terms and conditions (this “Grant”) are attached agrees to comply with the terms and conditions set forth in Sections I through V of the RFA (the “RFA Terms”), as modified through the Effective Date, which are hereby incorporated into and made part of this Grant. Notwithstanding the foregoing, in the event of a conflict between any terms or conditions of this Grant and the RFA Terms, the terms and conditions of this Grant will control.
- 2. Term of Grant.** The term of this Grant will begin on the date (the “Effective Date”) that the Recipient acknowledges a notice of award (the “NOA”) issued by the State of Oregon, acting by and through the Oregon Health Authority (“OHA”), to Recipient and will expire, unless terminated or extended in accordance with its terms, on December 15, 2024. Subject to acknowledgement of the NOA by Recipient, Recipient may use Grant Funds for eligible expenditures incurred in accordance with this Grant from December 15, 2022, through December 15, 2024. Grant termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured or relieve Recipient of any obligations that by their express terms survive the termination or expiration of this Grant.
- 3. Grant Disbursement.** The maximum not-to-exceed amount payable to Recipient under this Grant, which includes any allowable expenses, is the amount set forth in the NOA issued to Recipient. OHA will not disburse funds under this Grant (“Grant Funds”) to Recipient in excess of the not-to-exceed amount and will disburse Grant Funds to Recipient as quarterly payments, each in an amount equal to the not-to-exceed amount divided by the total number of quarterly payments expected during the term of this Grant. The first quarterly payment will occur after receipt of the Project Performance Plan, and the following quarterly payments will occur after receipt of the applicable Quarterly report. To receive Grant Funds, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit, by completing any forms required by OHA to facilitate EFT. On request by OHA, Recipient must provide its taxpayer identification number (TIN) and any other necessary banking information to receive payment by EFT. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current EFT designation and information will be used for all disbursements under this Grant. In the event that EFT designation or information changes, Recipient must provide such designation or information by completing any forms required by OHA.

4. **Use of Grant Funds**. Recipient will use Grant Funds for payment of expenses in accordance with the terms and conditions of this Grant, including the RFA Terms.
5. **Reporting Requirements**. As a condition to receipt of Grant Funds under this Grant, Recipient will submit the following to OHA:
  - a. Within 10 days following the Effective Date:
    - i. Proof of insurance, through a certificate or certificates of insurance, that meets the following minimum insurance requirement:
      1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, 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 \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.
      2. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide continuous claims made coverage as approved by OHA.
    - ii. Risk Self-Assessment Form. A two-page template will be provided.
    - iii. Federal Funding Accountability and Transparency Act (FFATA) form with a Unique Entity Identity Number (UEI). A FFATA form will be provided.
      1. A UEI number can be obtained from registering at [SAM.GOV](https://sam.gov).

- b. Within 45 days following the Effective Date, a Project Performance Plan in a form prescribed by OHA.
  - c. On the fifth (5<sup>th</sup>) day of the first month following each quarter of the term of this Grant (January 5, April 5, July 5, October 5, or, if any such date is not a business day, then the succeeding business day), or until all Grant Funds have been expended, if sooner, a quarterly report in a form prescribed by OHA, a quarterly report including the following information:
    - i. Fiscal reporting reflecting expenditures of Grant Funds during the applicable quarter; and
    - ii. A project status update including ZIP codes of housing stipend recipients that correspond with fiscal reporting related to housing stipends and indicating whether any recipients have moved from another state into Oregon in connection with the housing stipend.
    - iii. Notwithstanding any other provision of this Grant, Recipient's obligation under this Section 5(c) will survive termination of this Grant.
  - d. On each July 5 following the Effective Date until a final annual report has been submitted with respect to the term of this Grant, an annual report in a form prescribed by OHA.
  - e. On or before January 15, 2025, a final status report, including a detailed expenditure report, in a form prescribed by OHA. Notwithstanding any other provision of this Grant, Recipient's obligation under this Section 5(e) will survive termination of this Grant.
  - f. On each July 5 following the Effective Date until final data has been submitted with respect to the term of this Grant, annual REALD (Race Ethnicity Language and Disability) and SOGI (Sexual Orientation and Gender Identity) data voluntarily collected from individual bonus and stipend recipients, in a form prescribed by OHA, provided that bonuses and stipends may not be conditioned on any individual providing REALD and SOGI information, but Recipient must request that bonus and stipend recipients respond to the REALD and SOGI questions using any instructions and templates for collecting such information as provided by OHA.
6. **Governing Law and Venue**. If Recipient is a tribal government or an agency of a tribal government, the terms of subsection (a) of this Section 5 will apply to Recipient and the

terms of subsection (b) of this Section 5 will not apply to Recipient. If Recipient is not a tribal government or agency of a tribal government, the terms of subsection (b) of this Section 5 will apply to Recipient and the terms of subsection (a) of this Section 5 will not apply to Recipient.

- a. This Grant shall be governed by and construed in accordance with the applicable federal and Oregon laws. Any claim, action, suit, or proceeding (collectively, "Claim") between the parties that arises from or relates to this Grant shall be brought in a court of competent jurisdiction. Nothing in this Grant shall be construed as a waiver of sovereign immunity of the State of Oregon or Recipient, and this Grant confers no rights or benefits on any third parties.
- b. This Grant shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Grant 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. Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum. In no event shall this Section be construed as a consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise.

**7. Compliance with Law.** Recipient will comply with laws and orders to which Recipient is subject and which are applicable to this Grant.

**8. Independent Contractor Status; Conflict of Interest.** Recipient represents that:

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient's participation in this Grant creates no potential or actual conflict of interest as defined by ORS chapter 244 and no statutes, rules, or regulations of the State of Oregon or federal agency for which Recipient

currently performs work would prohibit Recipient's participation under this Grant.

- 9. Payment Limitations.** Recipient is not entitled to compensation under this Grant from any other agency or department of the State of Oregon. Recipient acknowledges and agrees that OHA's payment of Grant Funds is contingent on OHA receiving appropriations, limitations, allotments, and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Grant Funds to Recipient as set forth in this Grant.
- 10. Recovery of Overpayments.** Any Grant Funds disbursed to Recipient that are expended in violation or contravention of any provision of this Grant ("Misexpended Funds") or that remain unexpended on termination or expiration of this Grant ("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 termination or expiration of this Grant, as applicable. OHA, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA of its objection and the basis for such objection. Notwithstanding any other provision of this Section 9, if Recipient is a tribal government or an agency of a tribal government, then: (i) OAC shall notify Recipient in writing of its intent to recover funds and identify the payment(s) from which the deduction(s) will be made; (ii) Recipient shall have the right to, not later than fourteen (14) days following such notice, request the deduction(s) be made from another payment(s) identified by Recipient; (iii) to the extent that OHA's recovery of funds from the other payment(s) suggested by Recipient is feasible, OHA will comply with Recipient's request; and (iv) in no case without the prior consent of Recipient will the amount of recovery deducted under this Section 9 exceed twenty-five percent (25%) of the total payment amount from which the deduction was taken.
- 11. Indemnity.** RECIPIENT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS"), RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR RECIPIENTS UNDER THIS GRANT. NEITHER RECIPIENT NOR ANY ATTORNEY ENGAGED BY RECIPIENT MAY DEFEND ANY CLAIM IN THE NAME OF THE STATE OF OREGON (INCLUDING ANY AGENCY OF THE STATE OF OREGON), NOR PURPORT TO ACT AS LEGAL

REPRESENTATIVE FOR THE STATE OF OREGON, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE OREGON ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR MAY RECIPIENT SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE OREGON ATTORNEY GENERAL. IF THE STATE OF OREGON ASSUMES ITS OWN DEFENSE, RECIPIENT WILL BE LIABLE FOR THE ATTORNEY FEES OF THE STATE OF OREGON, INCLUDING BUT NOT LIMITED TO ANY FEES CHARGED BY THE OREGON DEPARTMENT OF JUSTICE.

**12. Remedies.** All remedies under this Grant are in addition to any other remedies at law, in equity, or otherwise. All remedies are cumulative to the extent the remedies are not inconsistent. In the event of any breach of this Grant by OHA, Recipient's sole remedy will be a claim for payment of Grant Funds for expenses incurred and for which payment is authorized by this Grant. In no event will OHA be liable to Recipient for any expenses related to termination of this Grant or for anticipated profits or loss.

**13. Termination.**

- a. OHA's Right to Terminate at its Discretion.** In addition to any other rights and remedies OHA may have under this Grant, at its sole discretion, OHA may terminate this Grant:
- i. For its convenience upon 30 days' prior written notice by OHA to Recipient;
  - ii. Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Grant Funds to Recipient as set forth in this Grant;
  - iii. 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 Grant is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
  - iv. Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving Grant Funds or benefitting from Grant Funds under this Grant.

- b. Effect of Termination.** Upon termination of this Grant, Recipient shall immediately cease all activities under this Grant unless, in a written notice issued by OHA, OHA expressly directs otherwise.

**14. Insurance.** Recipient shall maintain insurance as set forth in this Grant and which satisfies the following requirements, prior to performing any activities under this Grant:

- a.** Recipient shall obtain required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.
- b.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- c.** All liability insurance, except for Workers' Compensation and Professional Liability, required under this Grant 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 Recipient's activities to be performed under this Grant. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO Form CG 20 37 07 04 or equivalent.
- d.** Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against OHA or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not OHA has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).
- e.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the

effective date of the continuous claims made coverage is on or before the commencement of any activities under this Grant (and in no event later than the Effective Date), for a minimum of 24 months following the later of (i) Recipient's completion of all activities required under this Grant, (ii) termination of this Grant, or (iii) the expiration of all warranty periods provided under this Grant.

- f. Any certificate(s) of insurance required by OHA 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 Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate(s) must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant.
  - g. Recipient or its insurer must provide at least 30 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
  - h. Recipient agrees to periodic review of insurance requirements by OHA under this Grant and to provide updated requirements as mutually agreed upon by Recipient and OHA.
  - i. All insurance providers are subject to OHA acceptance. If required by OHA, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to OHA for verification of required insurance coverage.
- 15. Records Maintenance; Access.** Recipient shall maintain all financial records relating to this Grant 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 Grant, 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 Grant, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of: (i)



six years following final payment and termination of this Grant; (ii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (iii) until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant.

**16. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Grant 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 or interest shall be deemed to create any obligation of OHA in addition to those set forth in this Grant.
- b. The provisions of this Grant shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**17. No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 this Grant.

**18. Severability.** The parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with 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 this Grant did not contain the particular term or provision held to be invalid.

**19. Notice.** Except as otherwise expressly provided in this Grant, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient or OHA at the address or number set forth in this Grant, 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 email shall be deemed received and effective five days after the date of emailing. 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. As of the Effective Date, the notice information for OHA is as follows:

Oregon Health Authority  
Health Systems Division  
500 Summer St SE, E654  
Salem, OR 97301

- 20. Headings; Interpretation.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Grant. This Grant will be interpreted according to its fair meaning and not strictly for or against any party to this Grant. Any provision of this Grant that would reasonably be expected to survive its termination or expiration will do so.
- 21. Amendments; Waiver; Consent.** No amendment, waiver, or consent under this Grant shall bind any party unless it is in writing and signed by the 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 any party to enforce any provision of this Grant shall not constitute a waiver by that party of that or any other provision.
- 22. Merger.** This Grant, including any attachments, exhibits, and incorporations, 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 Grant.