



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of January 20, 2015

DATE: January 20, 2015

FROM: Nancy Mooney, Contract Specialist, Deschutes County Health Services, 322-7516

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2015-030, Intergovernmental Agreement #147332 between the Local Public Health Department and the Oregon Health Authority.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority and Deschutes County intend to build on existing public/private partnerships and health system transformation efforts to implement and sustain youth suicide prevention and early intervention strategies that reflect evidence-based practices.

The purpose of Grant Agreement is to meet the goals of the Caring Connections Initiative. The goals of the initiative are:

- A. Increase the number of persons in youth-serving organizations such as schools, foster care systems, and juvenile justice programs, trained to identify and refer youth at risk for suicide;
- B. Increase the number of clinical service providers (including those working in health, mental health, and substance abuse) trained to assess, manage, and treat youth at risk for suicide;
- C. Improve continuity of care and follow-up of youth identified at risk for suicide discharged from emergency department and inpatient psychiatric units;
- D. Increase the identification of risk, referral and use of behavioral health care services;
- E. Increase the promotion and use of the National Suicide Prevention Lifeline.
- F. Comprehensively implement applicable sections of the 2012 National Strategy on Suicide Prevention to reduce rates of suicidal ideation, suicide attempts, and suicide deaths in their communities.

OHA will reimburse Deschutes County for actual costs billed on a quarterly basis up to \$65,000 for year 1 and 2; \$60,000 for year 3; \$60,891 for year 4 and \$60,697 for year 5. Reimbursement includes travel and other expenses.

FISCAL IMPLICATIONS:

Funding is increased by \$311,588.

RECOMMENDATION & ACTION REQUESTED:

Request Chair signature Document #2015-030, Intergovernmental Agreement #147332 between the Local Public Health Dept. and the Oregon Health Authority is requested.

ATTENDANCE: Jessica Jacks, Prevention Coordinator

DISTRIBUTION OF DOCUMENTS:

Please e-mail the entire grant agreement to Michael Hewitt; e-mail: Michael.r.hewitt@state.or.us, return executed documents to Nancy Mooney, Contract Specialist.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: January 15, 2015

Department: Health Services, Public Health Division

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Michael Hewitt, Office of Contracts & Procurements

Type of Document: Intergovernmental Grant Agreement #147332

Goods and/or Services: Deschutes County will build on existing public/private partnerships and health system transformation efforts to implement and sustain youth suicide prevention and early intervention strategies that reflect evidence-based practices.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power; the amendment to Intergovernmental Agreement (#142008) outlines the services and financing for fiscal year 2013-2014.

The purpose of Grant Agreement is to meet the goals of the Caring Connections Initiative. The goals of the initiative are:

- A. Increase the number of persons in youth-serving organizations such as schools, foster care systems, and juvenile justice programs, trained to identify and refer youth at risk for suicide;
- B. Increase the number of clinical service providers (including those working in health, mental health, and substance abuse) trained to assess, manage, and treat youth at risk for suicide;
- C. Improve continuity of care and follow-up of youth identified at risk for suicide discharged from emergency department and inpatient psychiatric units;
- D. Increase the identification of risk, referral and use of behavioral health care services;
- E. Increase the promotion and use of the National Suicide Prevention Lifeline.
- F. Comprehensively implement applicable sections of the 2012 National Strategy or Suicide Prevention to reduce rates of suicidal ideation, suicide attempts, and suicide deaths in their communities.

OHA will reimburse Deschutes County for actual costs billed on a quarterly basis up to \$65,000 for year 1 and 2; \$60,000 for year 3; \$60,891 for year 4 and \$60,697 for year 5. Reimbursement includes travel and other expenses.

Start Date: September 30, 2014

End Date: September 29, 2019

Annual Value or Total Payment: \$311,588.

☒ Insurance Certificate Received (check box)

Insurance Expiration Date: County is Contractor

Check all that apply:

☐ RFP, Solicitation or Bid Process

☐ Informal quotes (<\$150K)

☒ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If No, has budget amendment been submitted? ☐ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:

Phone #:

Departmental Contact and Title: Nancy Mooney, Contract Specialist

Phone #: 541-322-7516

Department Director Approval: *Jane Smith* 1/17/15
Signature Date

Distribution of Document: Please e-mail the entire grant agreement to Michael Hewitt; e-mail: Michael.r.hewitt@state.or.us, Please return executed documents to Nancy Mooney, Contract Specialist

Official Review:

County Signature Required (check one): ☒ BOCC ☐ Department Director (if <\$25K)

☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No.)

Legal Review *[Signature]* Date 1-16-15

Document Number 2015-030



Grant Agreement Number 147332

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

**Deschutes County
Deschutes County Health Services
1130 NW Harriman Suite A
PO Box 6005
Bend, OR 97708-6005
Telephone: (541) 330-4632, Jessica Jacks
Facsimile: (541) 385-1742
E-mail address: jessica.jacks@deschutes.org**

hereinafter referred to as "Recipient."

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

**Center for Prevention and Health Promotion
Injury and Violence Prevention
800 NE Oregon Street
Portland, OR 97232
Agreement Administrator: Donna Noonan, or delegate
Telephone: (971) 673-1023
Facsimile: (971) 673-0990
E-mail address: donna.noonan@state.or.us**

DC-2015-030

1. Effective Date and Duration.

This Agreement shall become effective on September 30, 2014 when this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 29, 2019. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

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

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

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

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$311,588.00. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☐ Recipient is a sub-recipient; OR ☒ Recipient is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.243

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

Please print or type the following information

Recipient Name (exactly as filed with the IRS:

Deschutes County Oregon

Street address: 1300 NW Wall Street, Ste 200

City, state, zip code: Bend, OR 97701

Email address: nancy.mooney@deschutes.org

Telephone: (541) 322-7516 Facsimile: (541) 322-7565

Federal Employer Identification Number: 93-6002292

Proof of Insurance:

Workers' Compensation Insurance Company: N/A - self-insured

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

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by OHA or OHA designee.

b. **Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;



Certificate of Self-Insurance

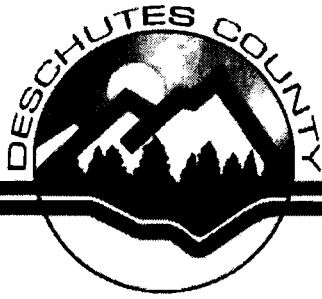
This is to certify that Deschutes County, Oregon is a self-insured entity pursuant to ORS 30.282 and has established a self-insured fund against liability and property damage arising out of any tort claims against its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement.

Deschutes County's self-insured retention is one million dollars. A policy purchased through Starr Indemnity & Liability Company provides excess liability coverage for claims in excess of one million dollars, with a cap of ten million dollars.

Please refer inquiries to:

Deschutes County Risk Management
Erik Kropp, Risk Manager (541) 388-6584
Laurie Smith, Claims Coordinator (541) 385-1749
1300 NW Wall St., Ste. 200, Bend, OR 97701

Effective Date 7/19/14, no expiration



Department of Administrative Services
Erik Kropp, Deputy County Administrator

1300 NW Wall St, Suite 200 • Bend, Oregon 97701
(541) 388-6584 • FAX (541) 385-3202
www.deschutes.or.us

July 18, 2014

To whom it may concern:

The purpose of this letter is to certify that Deschutes County, Oregon, is and has been since at least 1990, a self-insured entity pursuant to ORS 30.282. Deschutes County has established a self-insurance fund for liability arising out of any tort claims against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment during this period. This coverage is applicable under any Deschutes County agreement.

Please call me at 541-388-6584 should you have any questions or need additional information.

Sincerely,

Erik Kropp
Deputy County Administrator/Risk Manager

- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.

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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Recipient:

Authorized Signature	Title	Date
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OHA:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

<u>/s/Dee Carlson, Senior Assistant Attorney General</u>	<u>December 17, 2014</u>
Assistant Attorney General	Date

Office of Contracts and Procurement:

Contract Specialist	Date
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EXHIBIT A

Part 1 Program Description

I. DEFINITIONS

The following definitions apply to this Grant Agreement:

1. **Assessing and Managing Suicide Risk: Core Competencies for Mental Health Professionals (AMSR):** A one-day workshop for mental health professionals that will help them better assess suicide risk, plan treatment, and manage the ongoing care of clients at-risk for suicide. Outpatient behavioral health providers play a crucial role in preventing suicides. Studies have shown that a substantial proportion of people who died by suicide had either been in treatment or had some recent contact with a mental health professional. Yet many providers report that they feel inadequately trained to assess, treat, and manage suicidal patients or clients. AMSR meets providers' need for research-informed, skills-based training. Training is appropriate for social workers, licensed counselors, psychologists, and psychiatrists; it is appropriate for behavioral health clinicians and substance abuse counselors who do a complete risk formulation and do treatment planning based on that. Training is from SPRC Training Institute. <http://www.sprc.org/bpr/section-III/assessing-and-managing-suicide-risk-core-competencies-mental-health-professionals-am>
2. **Association of Oregon Community Mental Health Programs (AOCMHP):** Organization contracted by the OHA to work with CMHPs, hold trainings, form and facilitate a statewide suicide prevention coalition, and implement Public Awareness activities. Agency mission is to support and advocate for Local Mental Health Authorities in their planning and management of mental health, addictions and developmental disabilities programs to ensure an effective local system of care. <http://www.aocmhp.org/>
3. **Applied Suicide Intervention Skills Training® or ASIST®:** A suicide intervention skills training developed by Living Works Education, Incorporated, and described in Gould, MS, et al., Impact of Applied Suicide Intervention Skills Training on the National Suicide Prevention Lifeline, Suicide and Life-Threatening Behavior, 43 (6); 676-691 (2013). SPRC Best Practice Registry: <http://www.sprc.org/bpr/section-III/applied-suicide-intervention-skills-training-asist>
4. **Best Practices:** For the purposes of this grant, programs, practices, policies, protocols, and informational materials must be either evidence-based or best practices as identified by the Best Practice Registry <http://www.sprc.org/bpr/using-bpr>, SAMHSA <http://www.nrepp.samhsa.gov/AboutNREPP.aspx>, the National Action Alliance for Suicide Prevention <http://actionallianceforsuicideprevention.org/>, or Zero suicide in Health and Behavioral Health Care <http://zerosuicide.actionallianceforsuicideprevention.org/>
5. **Best Practices Registry (BPR):** SPRC's Best Practice Registry lists programs, practices, policies, protocols, and informational materials whose content has been reviewed according to current program development standards and recommendations. This listing includes only materials submitted and reviewed according to BPR criteria and is not a comprehensive inventory of all suicide prevention practices. The BPR has 3 sections: Evidence-Based Practices, Expert/Consensus Statements, and Adherence to Standards. See <http://www.sprc.org/bpr/using-bpr>.

6. **Common Data Platform (CDP):** instruments for the Substance Abuse and Mental Health Services Administration (SAMHSA). The CDP replaced separate data collection instruments used for reporting Government Performance and Results Act of 1993 (GPRA).
7. **Community Mental Health Provider (CMHP):** County-level providers of services and treatment for behavioral health issues including mental health, substance and gambling addictions contracted through Addictions & Mental Health Division of OHA.
<http://www.oregon.gov/OHA/amh/Pages/cmh-programs.aspx>
8. **Center for Mental Health Services (CMHS):** CMHS is the Federal agency within the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) that leads national efforts to improve mental health prevention and treatment services for all Americans.
9. **Evidence-Based Practices:** Evidence-based means "based on scientific research." A common use of this term is in the phrase evidence-based programs, which are interventions that have been rigorously evaluated and demonstrated positive outcomes. For suicide prevention, positive outcomes are reductions in suicidal behaviors or changes in suicide-related risk and protective factors. It is accurate to say that evidence-based programs are "effective" for the populations and settings in which they were tested. Definition from SPRC Best Practices Registry: <http://www.sprc.org/bpr/using-bpr>.
10. **Infrastructure Development, Prevention and Mental Health Promotion (IPP):** IPP is part of the TRAC data and reporting system that collects information about the impact a SAMHSA grant has had on infrastructure development and/or prevention and mental health promotion.
11. **Kognito At-Risk for High School Educators®:** is a 1-hour, online, interactive gatekeeper training program that prepares high school teachers and other school personnel to identify, approach, and refer students who are exhibiting signs of psychological distress such as depression, anxiety, substance abuse, and suicidal ideation. Through a self-paced, narrative-driven experience, participants build knowledge, skills, and confidence to connect at-risk students to counseling, mental health, or crisis support services. SAMHSA National Registry of Evidence-Based Program & Practices (NREPP): <http://nrepp.samhsa.gov/ViewIntervention.aspx?id=317>
12. **Kognito At-Risk in Primary Care®:** Screening & brief intervention for patients in primary care. Online, interactive role-play simulation for primary care providers, for which they can get CME/CNE credits. SPRC Best Practice Registry: <http://www.sprc.org/bpr/section-III/risk-primary-care>.
13. **Kognito At Risk in the ED®:** Screening & brief intervention for patients in primary care. Online, interactive role-play simulation for ED personnel, for which they can get CME/CNE credits. SPRC Best Practice Registry: <http://www.kognito.com/products/er/>
14. **Kognito Step In, Speak Up!®:** Online, interactive, professional development for educators to recognize signs of distress & connect students to help; training simulations to support LGBTQ youth. SPRC Best Practice Registry: <http://www.sprc.org/bpr/section-III/step-speak-supporting-lgbtq-students>
15. **Mental Health First Aid® (MHFA):** an in-person training that teaches you how to help people developing a mental illness or in a crisis.

16. **National Registry of Evidence-based Programs and Practices (NREPP):** A searchable online database of mental health and substance abuse interventions. All interventions in the registry have met NREPP's minimum requirements for review and have been independently assessed and rated for Quality of Research and Readiness. <http://nrepp.samhsa.gov/AboutNREPP.aspx>
17. **Oregon Department of Veterans Affairs:** A state agency that builds better lives for military veterans, spouses, and their families living in Oregon. Agency helps identify benefits veterans are eligible for, help veterans obtain earned medals and military awards, files claims for education benefits and more. <http://www.oregon.gov/odva/>
18. **QPR® or Question, Persuade, Refer®:** The QPR (Question, Persuade, and Refer) Gatekeeper Training for Suicide Prevention is a brief educational program designed to teach "gatekeepers"--those who are strategically positioned to recognize and refer someone at risk of suicide (e.g., parents, friends, neighbors, teachers, coaches, caseworkers, police officers)--the warning signs of a suicide crisis and how to respond. SAMHSA National Registry of Evidence-Based Program & Practices (NREPP): <http://www.nrepp.samhsa.gov/ViewIntervention.aspx?id=299>
19. **RESPONSE®:** A comprehensive, school-based suicide prevention program that includes developing policies and procedures, training all staff in intervention skills, and teaching classroom lessons to high school students. Response® is modeled after Lifelines®, an evidence-based program described in Kalafat, J., and Elias, M. (1994). An evaluation of a school-based suicide awareness intervention. *Suicide and Life-Threatening Behavior*, 24(3), 224-233. SPRC Best Practice Registry: <http://www.sprc.org/bpr/section-III/response-comprehensive-high-school-based-suicide-awareness-program-2nd-edition>
20. **Public Awareness Campaign:** Local, targeted outreach activity to increase awareness and reduce stigma about youth suicide prevention. Grantee may choose to implement already existing local, state, or national campaigns that have prepared artwork, media, and materials or target a youth suicide prevention activity to a specific audience (e.g., including, but not limited to: sexual minority youth, clergy, primary care, community college, substance abuse counselors, first responders).
21. **Regional Research Institute, Portland State University Graduate School of Social Work (RRI):** Project evaluators contracted by the Department for Youth Suicide and Prevention Services.
22. **Suicide Care in Systems Framework:** This report represents the findings and recommendations of the Clinical Care and Intervention Task Force to the National Action Alliance for Suicide Prevention. The Task Force focused its deliberations and recommendations on care in four environments: (1) Emergency Departments and Medical-Surgical Units; (2) Primary Care and General Medical Settings; (3) Behavioral Health Entities; and (4) Crisis Services. <http://actionallianceforsuicideprevention.org/sites/actionallianceforsuicideprevention.org/files/taskforces/ClinicalCareInterventionReport.pdf>
23. **Suicide Prevention Resource Center (SPRC):** funded by SAMHSA, provides prevention support, training, and resources to assist organizations and individuals to develop suicide prevention programs, interventions and policies, and to advance the National Strategy for Suicide Prevention. <http://www.sprc.org/>

24. **The Transformation Accountability System (TRAC):** a web-based data entry and reporting system that provides a data repository for CMHS program performance measures. Performance measures are collected as part of CMHS effort to promote accountability within its programs. This effort is mandated by the Government and Performance Results Act (GPRA) and the Office of Management and Budget's (OMB) Program Analysis Review Tool (PART).
25. **2012 National Strategy for Suicide Prevention (NSSP): Goals and Objectives for Action:** U.S. Department of Health and Human Services (HHS) Office of the Surgeon General and National Action Alliance for Suicide Prevention. 2012 National Strategy for Suicide Prevention: Goals and Objectives for Action. Washington, DC: HHS, September 2012.
<http://actionallianceforsuicideprevention.org/NSSP>

II. PURPOSE

The Caring Connections Initiative will build on existing public/private partnerships and health system transformation efforts to implement and sustain youth suicide prevention and early intervention strategies that reflect evidence-based and best practices. The goals of the initiative are as follows:

- A. Increase the number of persons in youth-serving organizations such as schools, foster care systems, and juvenile justice programs, trained to identify and refer youth at risk for suicide;
- B. Increase the number of clinical service providers (including those working in health, mental health, and substance abuse) trained to assess, manage, and treat youth at risk for suicide;
- C. Improve continuity of care and follow-up of youth identified at risk for suicide discharged from emergency department and inpatient psychiatric units;
- D. Increase the identification of risk, referral and use of behavioral health care services;
- E. Increase the promotion and use of the National Suicide Prevention Lifeline.
- F. Comprehensively implement applicable sections of the 2012 National Strategy on Suicide Prevention to reduce rates of suicidal ideation, suicide attempts, and suicide deaths in their communities.

III. RECIPIENT RESPONSIBILITIES AND ACTIVITIES

Throughout the grant project, only evidence-based or best practices shall be implemented by Recipient for programs, practices, policies, protocols, and informational materials, as defined by the Suicide Prevention Resource Center Best Practices Registry <http://www.sprc.org/bpr/using-bpr> or approved by the OHA. Recipient shall implement and complete the following:

- A. Training
 - 1) Increase by at least 30% the number of persons in youth-serving organizations such as schools, foster care systems, and juvenile justice programs, trained to identify and refer youth at risk for suicide by holding quarterly trainings in QPR, ASIST, and/or SafeTALK.
 - 2) In collaboration with the AOCMHP, provide up to 3 AMSR trainings during the grant period to increase the number of clinical service providers trained to assess, manage, and treat youth at risk for suicide.

- 3) Ensure clinical providers who see suicidal patients have received training in lethal means counseling and incorporate it into their practices.
- 4) With the OHA, implement Kognito At-Risk for K-12 Educators and Step In, Speak Up! training for staff in high schools that have implemented RESPONSE program.
- 5) With the OHA implement Kognito At Risk for Primary Care training by September 29, 2019 to:
 - 50% of the primary care staff at statewide School Based Health Centers (in elementary, middle and high schools) that reach youth ages 10-18 years.
 - 50% of the primary care staff in the SBHC's with a mental health integration project in Deschutes County in Years 2 & 3; and to
 - 25% of the pediatricians in Deschutes County.
- 6) Participate in Mental Health First Aid Trainings as appropriate.

B. Partnerships

- 1) Establish and/or increase partnerships/collaboration among mental, behavioral, and physical health providers and systems to identify, refer, and treat youth at risk of suicide.
- 2) Convene a team of decision-makers from physical, mental, and behavioral healthcare systems including representatives from EDs and inpatient psychiatric units by January 1, 2015 to assess current practice guidelines for continuity of care including follow-up care for youth discharged from ED or stay in an inpatient psychiatric unit after a suicide attempt, using Suicide Care in Systems Framework. Team will revise guidelines and establish agreed upon policies and procedures, execute MOUs or other interagency agreements, implement guidelines, and monitor adoption of guidelines, including lethal means restriction counseling by September 29, 2017.
- 3) Establish and work with an advisory group or task force on suicide prevention. Include, in addition to collaborating providers and organizations, representatives of diverse populations that serve youth ages 10-24. Involve youth, survivors of attempts and suicide loss, and persons with lived experience.
- 4) Implement systems-wide crisis response plans among physical, mental, and behavioral health providers, hospitals, emergency departments, first responders, crisis lines, and other providers as appropriate by December 31, 2015 and monitor quarterly thereafter.
- 5) Participate in statewide Suicide Prevention Coalition facilitated by AOCMHP.
- 6) Implement at least one public awareness activity annually throughout the grant project period.

C. Clinical practice

- 1) Assure clinicians incorporate screening, assessment, referral and treatment for suicide and for co-occurring substance abuse in clinical practice with clients at risk for suicide.
- 2) Increase the number of youth who are identified as at risk of suicide, referred, and treated by behavioral health care services, particularly for diverse populations
- 3) Assure clinicians incorporate counseling to reduce access to lethal means in clinical practice with clients at risk for suicide (e.g., CALM).
- 4) With the OHA and the other Community Mental Health Providers, identify and establish model guidelines for clinical practice, family engagement, and continuity of care. Work with local Communities of Care Organizations (CCOs) to introduce and adopt the guidelines.
- 5) Implement continuity of care practices and follow-up of youth identified at risk for suicide discharged from emergency department and inpatient psychiatric units.
- 6) Partner with the Oregon Department of Veterans Affairs and the VA to identify activities to increase the identification of at-risk veterans, provide referrals and treatment, and improve continuity of care for those military and military families living in County.

D. Overall

- 1) Incorporate promotion of the NSPL in all trainings, practice guidelines, public education events; in outreach to hospitals, youth serving organizations, law enforcement, schools, colleges, primary care clinics, crisis response teams; and share quarterly data with evaluator. OHA will provide baseline data.
- 2) Increase and target outreach, training, and services as appropriate for youth and organizations that work with youth identified at high risk, including, but not limited to: schools, educational institutions, juvenile justice systems, substance abuse prevention and treatment programs, primary care, mental health programs, foster care systems, LBGTQ youth organizations, Tribes and tribal organizations, veterans and military families, Latina youth, youth with serious mental illness, youth experiencing a first episode of psychosis, or have received a diagnosis of schizophrenia or psychotic mood disorder, trauma survivors, school dropouts, unemployed young people, and other child and youth support organizations.

E. Data collection and evaluation

- 1) Collect and report process, performance, and outcome data on project activities, in collaboration with OHA, the Regional Research Institute, and the national cross- site evaluators. (See Appendix A for list of data requirements.)

- 2) Participate in training by the RRI and enter IPP indicators into TRAC or CDP. RRI will monitor TRAC to ensure accuracy and timeliness of IPP data entry.
- 3) Assure that at least one staff member is assigned to track and enter/upload data into the CMHS Transformation Accountability (TRAC) system or the Common Data Platform (CDP).

IV. OHA RESPONSIBILITIES *The OHA will:*

- A. Provide access to Kognito At-Risk for K-12 Educators and Step In, Speak Up! training for staff in high schools that have implemented RESPONSE program.
- B. Provide access to Kognito At Risk for Primary Care training curriculum for all health providers participating in the program, as described above.
- C. Facilitate monthly Recipient conferences through telephone and/or webinars.
- D. Assure that RRI will develop additional tools as necessary and facilitate evaluation training and support for sub grantees.
- E. Provide access for Recipient to enter and track data as required (Appendix A) into the appropriate Center for Mental Health Services (CMHS) tracking system and with the Regional Research Institute for evaluation reports.

V. *PROJECT SCHEDULE*

The final schedule of evaluation activities will depend on project implementation. An estimated timeline for completion of project described above:

Year One

October - December 2014

1. Establish key personnel to implement project.
2. Begin project implementation activities.
3. Establish and/or increase partnerships/collaboration among mental, behavioral, and physical healthcare providers in diverse settings to identify, refer, and treat youth at risk of suicide.
4. Convene a team of decision-makers from physical, mental, and behavioral healthcare systems including representatives from EDs and inpatient psychiatric units by January 1, 2015 to assess current practice guidelines for follow-up care for youth discharged from ED or stay in an inpatient psychiatric unit after a suicide attempt, using *Suicide Care in Systems Framework*. Team will revise guidelines and establish agreed-upon policies and procedures, execute interagency agreements, implement guidelines, and monitor adoption of guidelines, including lethal means restriction counseling by September 29, 2017.
5. Establish and work with an advisory group or task force on suicide prevention. Include, in addition to collaborating providers and organizations, representatives of diverse populations that serve youth ages 10-24. Involve youth, survivors of attempts and suicide loss, and persons with lived experience.

6. Promote NSPL throughout grant project.

January - March 2015

1. Attend training meeting held by OHA and AOCMHP.
2. Work with Program Evaluator to collect and analyze data, participate in national cross-site evaluation as required and design evaluation measures.
3. Assign at least one staff member to track, enter/upload data into national system as required.
4. Use client data to establish quarterly baseline metrics for youth identified at risk, youth identified with co-occurring substance abuse, and youth referred for care.
5. Conduct activities with partners to share screening and referral data. Train partner organizations to screen and refer youth, use the EIRF tool, and send data quarterly to the CMHP.
6. Ensure CMHP clinicians receive training in best-practice lethal means restriction training programs and promote links to clinical partners,
7. Continue to meet with provider team to revise guidelines for systems of care and establish agreed-upon policies and procedures.
8. Establish baseline data on existing continuity of care guidelines, youth discharged appropriately.
9. Work with consumers, youth, survivors and clinicians to assess and address gaps in existing crisis response plans.
10. With YSPC, survey youth-serving organizations to create baseline of individuals who have been trained in QPR, ASIST and/or Safe Talk Gatekeeper trainings. Identify local trainers.
11. Enroll youth who need health insurance, continuing throughout grant period.
12. Prepare and deliver Quarterly evaluation reports to OHA as required.
13. Continue to promote the NSPL.

April - June 2015

1. Work with AOCMHP to plan and schedule up to 3 local or regional AMSR trainings as appropriate during full grant period.
2. Convene consumers, youth, survivors and clinicians to review existing crisis response plans for effectiveness by July, 2015.
3. Continue to meet with provider team to revise guidelines for systems of care and establish agreed upon policies and procedures. Report baseline data to OHA and RRI.
4. Host quarterly trainings in QPR, ASIST and/or Safe Talk to individuals in youth serving organizations, targeting organizations serving at-risk youth.
5. CMHP clinicians and partners begin online training in lethal means restriction counseling. Track completion numbers and incorporation into clinical practice throughout grant period.
6. Work with OHA, ODVA and VA to establish a baseline set of metrics including veterans identified at risk for suicide, identified with co-occurring substance abuse, referred for care, use, and location of behavioral healthcare and current practice guidelines.
7. Assist YSPC and local Prevention Coordinators as needed to implement Kognito At-Risk for High School Educators for school staff, including Step In, Speak Up! in schools that previously implemented RESPONSE.
8. Prepare and deliver Quarterly evaluation reports as required.
9. Prepare and deliver Semi-annual Report to OHA by June 10th or as required.
10. Continue to promote the NSPL.

11. Continue to deliver Gatekeeper Training.

July - September 2015

1. Work with consumers, youth, survivors and clinicians to assess and address gaps in existing crisis response plans.
2. Continue to meet with provider team to revise guidelines for systems of care and establish agreed upon policies and procedures.
3. Implement a public awareness activity by September 29, 2015.
4. Prepare and deliver Quarterly evaluation reports as required.
5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

Year Two

October - December 2015

1. Implement effective crisis response plans by December 31, 2015; provide copy to OHA and Project Evaluator and monitor quarterly thereafter.
2. Work with OHA, AOCMHP, ODVA and the VA to determine activities needed to improve continuity of care for veterans and military families.
3. Continue to meet with provider team to revise guidelines for systems of care and establish agreed upon policies and procedures.
4. Prepare and deliver Annual Report to OHA by November 10 or as required.
5. Prepare and deliver Quarterly evaluation reports as required.
6. Continue to promote the NSPL.
7. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

January - March 2016

1. Continue to meet with provider team to revise guidelines for systems of care and establish agreed upon policies and procedures.
2. Determine activities needed to improve continuity of care for military
3. Program evaluator will work with CMHPs to design evaluation measures for veterans identified at risk, referred for care, and service use.
4. Work with OHA as needed to implement Kognito At Risk for Primary Care for primary care staff in school-based health centers.
5. Prepare and deliver Quarterly evaluation reports as required.
6. Continue to promote the NSPL.
7. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

April - June 2016

1. Implement activities to improve continuity of care for military.
2. Continue to meet with provider team to revise guidelines for systems of care and establish agreed upon policies and procedures.
3. Prepare and deliver Quarterly evaluation reports as required.
4. Prepare and deliver Semi-annual Report to OHA by June 10 or as required.

5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

July - September 2016

1. Continue to meet with provider team to revise guidelines for systems of care and establish agreed-upon policies and procedures.
2. Implement a public awareness activity by September 29, 2016.
3. Prepare and deliver Quarterly evaluation reports as required.
4. Continue to promote the NSPL.
5. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

Year Three

October - December 2016

1. Attend training meeting held by OHA and AOCMHP.
2. Continue to meet with provider team to revise guidelines for systems of care and establish policies and procedures.
3. Work with the OHA as needed to deliver Kognito At-Risk for Primary Care to at least 25% of the pediatricians in the county.
4. Attend training meeting held by OHA and AOCMHP.
5. Prepare and deliver Quarterly evaluation reports as required.
6. Prepare and deliver Annual Report by November 10 or as required.
7. Prepare and deliver Semi-annual Report to OHA by December 10 or as required.
8. Continue to promote the NSPL.
9. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

January - March 2017

1. Continue to meet with provider team to revise guidelines for systems of care and establish policies and procedures. Develop interagency agreements for agreed-upon policies and procedures.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Continue to promote the NSPL.
4. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

April - June 2017

1. Continue to meet with provider team to revise guidelines for systems of care and establish policies and procedures. Develop interagency agreements.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Prepare and deliver Semi-annual Report to OHA by June 10 or as required.
4. Continue to promote the NSPL.
5. Continue to deliver Gatekeeper Training; promote counseling for lethal means training.

July - September 2017

1. Continue to meet with provider team to revise guidelines for systems of care. Execute interagency agreements, implement guidelines, and monitor adoption of guidelines, including lethal means restriction counseling by September 29, 2017.
2. Implement policies and procedures developed for best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units by September 29, 2017.
3. Implement a public awareness activity by September 29, 2017.
4. Prepare and deliver Quarterly evaluation reports as required.
5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

Year Four

October - December 2017

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary throughout grant period.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Prepare and deliver Annual Report by November 10 or as required.
4. Prepare and deliver Semi-annual Report to OHA by December 10 or as required.
5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

January - March 2018

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Continue to promote the NSPL.
4. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

April - June 2018

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Prepare and deliver Semi-annual Report to OHA by June 10 or as required.
4. Continue to promote the NSPL.
5. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

July - September 2018

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Implement a public awareness activity by September 29, 2018.
3. Prepare and deliver Quarterly evaluation reports as required.
4. Continue to promote the NSPL.
5. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

Year Five

October - December 2018

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Prepare and deliver Annual Report by November 10 or as required.
4. Prepare and deliver Semi-annual Report to OHA by December 10 or as required.
5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal :means training.

January - March 2019

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Continue to promote the NSPL.
4. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

April - June 2019

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Prepare and deliver Quarterly evaluation reports as required.
3. Prepare and deliver Semi-annual Report to OHA by June 10 or as required.
4. Continue to promote the NSPL.
5. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

July - September 2019

1. Monitor implementation of best practice continuity of care and crisis response among physical, mental, and behavioral healthcare systems, including EDs and inpatient psychiatric units; adjust as necessary.
2. Implement a public awareness activity by September 29, 2019.

3. Prepare and deliver Quarterly evaluation reports as required.
4. Prepare and deliver Final Report by September 29 or as required.
5. Continue to promote the NSPL.
6. Continue to deliver Gatekeeper Trainings; promote counseling for lethal means training.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Expenditure of Grant Funds.

Grant period is from September 30, 2014 through September 29, 2019

Budget periods are annually from September 30 through September 29

- A. OHA will reimburse Recipient for actual costs billed on a quarterly basis upon OHA's approval of quarterly reports and invoices submitted by Recipient to OHA. Said reports shall include a complete listing of Recipient's completion of the required activities and deliverables for that quarter.

Reimbursements by OHA will not exceed the maximum sum of \$65,000 in Year One; \$65,000 in Year Two; \$60,000 in Year Three; \$60,891 in Year Four; and \$60,697 in Year Five (\$311,588 total) including any travel and other expenses when noted below.

The reports and invoices must be sent to the following representative:

Donna G. Noonan, MPH, CHES
Suicide Prevention Coordinator
Injury & Violence Prevention Program, Oregon Public Health Division
800 NE Oregon, Ste. 730
Portland, OR 97232
Phone: 971-673-1023
Fax 971-673-0990
donna.noonan@state.or.us

- B. Recipient shall not invoice and OHA will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before reimbursement may be made subject to the amendment.

EXHIBIT A

Part 3

Special Terms and Conditions

1. **HIPAA Compliance.**

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. Recipient's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

3. **DOMA** - "On June 26, 2013, in *United States v. Windsor*, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in Garrett Lee Smith State and Tribal Youth Suicide Prevention grants. This means that, as a recipient of SAMHSA funding, Garrett Lee Smith State and Tribal Youth Suicide Prevention, you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage."

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

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

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation

and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events

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

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

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

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the

foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

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

- c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:

- (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
- (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
- (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.

- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.

- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.

- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

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

11. Records Maintenance, Access.

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

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

12. Information Privacy/Security/Access.

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

13. Assignment of Agreement, Successors in Interest.

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

14. Resolution of Disputes.

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

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

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

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

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

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

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

20. Amendments; Waiver; Consent.

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

21. Merger Clause.

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

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the Recipient directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:**
☐ Required by OHA ☒ Not required by OHA.
Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

☐ \$(OHA to enter amount) per occurrence limit for any claim; and
☐ \$(OHA to enter amount) per occurrence limit in the aggregate

3. **Commercial General Liability:**
☐ Required by OHA ☒ Not required by OHA.
Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

☐ \$(OHA to enter amount) per occurrence limit for any claim; and
☐ \$(OHA to enter amount) per occurrence limit in the aggregate

5. Automobile Liability:

☒ Required by OHA ☐ Not required by OHA.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the OHA:

- ☒ \$2,000,000 per occurrence limit for any claim; and
- ☒ \$4,000,000 per occurrence limit in the aggregate

- 6. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 7. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 8. Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 9. Certificate(s) of Insurance.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or

any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds including, but not limited to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace.

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse

violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and

inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

Appendix A:

Data Collection & Performance Measurement for the Caring Connections Initiative

Data collection requirements include, but are not limited to the following:

RRI, in collaboration with the OHA will assure the following four goals are completed.

- Collect and report the required performance measures,
 - Implement data-driven quality improvement process including the tracking, assessment, and reduction of sub-population disparities in access, use, and outcomes,
 - Conduct local performance assessment, and
 - Participate in the national evaluation.
-
- A. Recipient will collect and enter data for the following, on a quarterly basis: The number of communities that establish MIS links across multiple agencies in order to share service population and service delivery as a result of the grant.
 - B. The number and percentage of work group/advisory group/council members who are consumers/family members.
 - C. The number/percentage of individuals receiving MH or related services after referral.
 - D. The number of individuals:
 - a. Contacted through program outreach efforts.
 - b. Exposed to mental health awareness messages.
 - c. Referred to mental health or related services.
 - d. Screened for mental health or related interventions.
 - e. Who have received training in prevention or mental health promotion.
 - E. The total number of contacts made through program outreach efforts.
 - F. The number of people in the mental health and related workforce training in specific mental health-related practices/activities as a result of the grant.
 - G. The number of organizations:
 - a. Collaborating/coordinating/sharing resources with others as a result of the grant.
 - b. Entered into formal written inter/intra-organizational agreements (MOUs, MOAs, etc.) to improve mental health-related practices/activities as a result of the grant.
 - c. That regularly obtain/analyze/use mental-health related data as a result of the grant.
 - H. The number of organizations or communities that demonstrate improved readiness to change their systems in order to implement mental health-related practices consistent grant goals.
 - I. The number of programs/organizations/communities that implemented:
 - a. Specific mental health related practices as a result of the grant.
 - b. Specific mental health related practices/activities consistent with grant goals.
 - c. The number of policy changes completed as a result of the grant.

Nancy Mooney

2015-030

From: Thomas Kuhn
Sent: Wednesday, January 14, 2015 11:10 AM
To: Jessica Jacks; Nancy Mooney
Subject: RE: OHA #147332 is ready for approval for signature

Hi Nancy,

I affirm that I have read Grant Agreement Number 147332 in its entirety, that we can accept/accomplish the required work and that signing this document is recommended. I've read the document and approve the Statement of Work as it is set forth in this agreement.

-Tom Kuhn

-----Original Message-----

From: Jessica Jacks
Sent: Wednesday, January 14, 2015 9:26 AM
To: Nancy Mooney; Thomas Kuhn
Subject: RE: OHA #147332 is ready for approval for signature

Tom - I believe Nancy is waiting for you to approve this for signature before it can go to the BoCC at least that is how I am interpreting the laserfische and I haven't received any notice to present this to the BoCC yet.

Jessica Jacks, MPH, CPS
Prevention Coordinator
Deschutes County Health Services
(541) 330-4632

Our Mission: To Promote and Protect the Health and Safety of Our Community

To request this information in an alternate format, please call (541) 617-4747 or send email to ken.harms@deschutes.org.

-----Original Message-----

From: Jessica Jacks
Sent: Tuesday, January 06, 2015 3:23 PM
To: Nancy Mooney; Thomas Kuhn
Subject: RE: OHA #147332 is ready for approval for signature

I can present depending on when. Also, page 3 hasn't been filled in. Wouldn't this need to be complete prior to presenting to the board for signature?

Jessica Jacks, MPH, CPS
Prevention Coordinator
Deschutes County Health Services
(541) 330-4632

Our Mission: To Promote and Protect the Health and Safety of Our Community