

**FIRST AMENDMENT TO AGREEMENT
FOR CERTIFIED PEER RECOVERY MENTOR SUPPORT SERVICES
YAMHILL VALLEY TREATMENT dba PROVOKING HOPE**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective July 1, 2017 between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs (“County”) and Yamhill Valley Treatment, an Oregon nonprofit corporation, doing business as Provoking Hope, 213 NE 10th Street, McMinnville, Oregon 97128 (“Contractor”).

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of June 29, 2017 (the “Underlying Agreement”), pursuant to which Contractor provides certified peer recovery mentor (CRM) support services.

B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to extend the initial term through June 30, 2019.

2. The balance of Section 1 of the Underlying Agreement remains unchanged.

3. Section 2 of the Underlying Agreement is hereby amended to include the Women’s Recovery Court (“WRC”) services (the “WRC Services”) included in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by this reference.

4. The balance of Section 2 of the Underlying Agreement remains unchanged.

5. Section 3 of the Underlying Agreement is hereby amended to include the following new Subsection F:

“F. Contractor shall comply with all applicable requirements, including but not limited to all requirements applicable to subgrantees and subrecipients such as indemnification and insurance, of the Criminal Justice Commission Specialty Court Grant Program grant agreement attached hereto as Exhibit B and incorporated herein by this reference.”

6. The balance of Section 3 of the Underlying Agreement remains unchanged.

7. Section 6 "Payment of the Contract" of the Underlying Agreement is hereby amended to include the following:

"A. **Compensation for Services.** Effective July 1, 2017 through June 30, 2018, Contractor shall receive a payment of \$15,452.75 per month; July 1, 2018 through June 30, 2019, Contractor shall receive a payment of \$15,761.80. The maximum amount payable under this Agreement for the period of July 1, 2017 through June 30, 2018 is \$185,433; July 1, 2018 through June 30, 2019 is \$189,141.60. The maximum amount payable for performance of Women's Recovery Court Services is \$374,574.60."

8. The balance of Section 6 of the Underlying Agreement remains unchanged.

9. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

10. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

11. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

12. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

13. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**YAMHILL VALLEY TREATMENT
dba PROVOKING HOPE**

By: Diane K Reynolds
(signature)

Date: 10/30/17

Diane K Reynolds
(printed name)

Director
(title)

Tax ID No.: on file

YAMHILL COUNTY, OREGON

[Signature]
STAN PRIMOZICH, Chair
Board of Commissioners
Date: 11-2-17

[Signature]
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 10/31/17

FORM APPROVED BY:
[Signature]
CHRISTIAN BOENISCH
County Counsel
Date: 11/2/17

Accepted by Yamhill County
Board of Commissioners on
11-2-17 by Board Order
17-448

Exhibit A
Yamhill County Health and Human Services
Statement of Work

Women's Recovery Court

Contractor will provide certified peer recovery mentor services to referred Women's Recovery Court (WRC) participants. The projected average monthly program capacity for 2017-2019 will be to serve 20 adult pregnant or parenting women with high substance abuse treatment needs who are at medium to high risk to recidivate. Participants will receive integrated care to address underlying co-occurring mental health disorders and physical health care needs as eligible. The goal of the program is to have women reunite their families while living a recovery based crime free and pro-social lifestyle.

1. Contractor will provide certified peer recovery mentor services an average of six (6) hours per week per participant in the WRC:
 - Two hours per month accompanying the WRC participant in court and follow up court activities
 - Four hours per week to accompany and support clients in attending self-help groups, building and maintaining natural supports, provide support for day-to-day problem solving related to normalization and reintegration into the community, assist with accessing resources and attending appointments within criminal justice system, or primary care provider and individualized support and outreach.
 - Two thirty minute encounters per week for group skill training and mentorship activities such as Responsible Moms Program.
2. Contractor will participate in WRC monthly meetings, staff and court sessions as appropriate and other activities as requested.
3. Contractor will be responsible for the administrative supervision and program oversight for Contractor's certified peer recovery mentors.
4. Contractor will have access to County's electronic medical records on identified clients in common and shall be required to add service contacts and progress notes to assist joint efforts to maintain a comprehensive clinical record in County's EMR. Contractor will ensure that no encounter data services are provided to an OHP member until they have reviewed the Individualized Support Plan (ISP) and verified that services about to be performed are included in the current ISP. Contractor will be responsible to ensure that all of the Contractors' employees covered under this amendment are fully trained in 42 CFR, Health Insurance Portability and Accountability Act (HIPAA), Confidentiality rules, County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate/Qualified Service Organization Agreement between County and Contractor in an effort to ensure County's records are used solely for the purposes intended under this Agreement.
5. Contractor's CRM staff will participate in clinical supervision with County's HHS Chemical Dependency Clinical Supervisor per Oregon Administrative Rules.
6. Contractor will be covered under County's Certificate of Approval (COA) for addictions treatment by the Oregon Health Authority for CRM support services, acting as the County's agent under the certificate.



Exhibit B

CRIMINAL JUSTICE COMMISSION
CONTRACT SIGNATURE MEMO

CONTRACT/GRANT AMOUNT: \$189800.00

CONTRACT/GRANT #: SC-19-041

PROJECT START DATE:
7/1/2017

PROJECT END DATE:
6/30/2019

MEMORANDUM TO: Michael Schmidt, Executive Director

ANALYST REVIEW: Chris Thomas

TODAY'S DATE: 10/3/17

GRANT RECEIVED: 17-19 Specialty Court Grant

FORMULA AND COMPETITIVE FEDERAL AWARD received and requires acceptance.

The authorizing official must sign to accept the award and initial in the bottom right corner of each of the "special conditions pages." Following signature, the award will be electronically submitted to BJA/OJP for acceptance.

Contract has been reviewed and is recommended for signature.

GRANT AWARDS received should be reviewed for special conditions prior to recommending for signature. If special conditions require satisfaction prior to funding, indicate by checking "HOLD."

HOLD

ACCOUNTING REQUIREMENTS:

Award Submitted to Accounting New PCA Needed/Requested Grant Phase Requested/Assigned

PCA Assigned

Grant Phase

Project Phase

AWARD RECIPIENT: County of Yamhill, by and through its Yamhill County Health Human Services (Yamhill County - Woman's Recovery Court)

REMITTANCE ADDRESS: 627 NE Davis, McMinnville OR 97128

ACH Requested

CONTRACTS/GRANT AWARD AGREEMENTS ("Contract") should be reviewed prior to recommending for signature.

Complete the information appropriate for Contract, print, sign and submit to Agency Operations for funding resource assignment. Agency Operations will submit to the Executive Director for execution.

Contract has been reviewed and is recommended for signature.

FUNDING RESOURCE:

General Fund (GF) Other Fund (OF) Federal Fund (FF)

PCA Assigned

71501

Grant Phase

Project Phase

target-01

Monthly Reimbursement Quarterly Reimbursement Advance at Request Annual Advance

COBID Certified

NEW Contract for:

Yamhill County WRC

EXISTING Contract Amended:

ANALYST SIGNATURE

AGENCY OPERATIONS SIGNATURE

BY (ANALYST SIGNATURE)

DATE SIGNED

BY (OPERATIONS SIGNATURE)

DATE SIGNED

[Handwritten Signature]

10/3/17

[Handwritten Signature]

10/9/2017

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and **County of Yamhill, by and through its Yamhill County Health Human Services**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties." This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$189,800.00** (the "Grant Funds") to assist Grantee in implementing the project described in Exhibits A and B (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

Exhibit A:	Project Description and Budget
Exhibit B:	Project Goals and Objectives
Exhibit C:	Subagreement Insurance Requirements

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

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, "Progress Reports"). Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. **Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement ("RFR") each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

4. **Disbursement and Recovery of Grant Funds.**

a. **Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. "Eligible Costs" are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

ii. When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

b. **Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

5. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

7. **Grantee Subagreements and Procurements**

a. **Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. **Subagreement indemnity; insurance.**

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

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

c. **Procurements.**

- i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

8. **Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

9. **Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension

of further disbursements of Grant Funds, recovery of Grant Fund, and declaration of ineligibility for the receipt of future awards from CJC.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

11. GENERAL PROVISIONS

a. **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 CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

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

fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** 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.

c. **Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

e. **No Third Party Beneficiaries.** CJC and Grantee 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given

when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

h. Governing Law, Consent to Jurisdiction.

i. 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.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the

implementation of the Project. Without limiting the generality of the foregoing, Grantee 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.

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

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

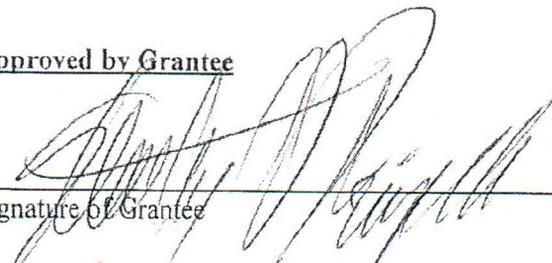
l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, 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. The delay or 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.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

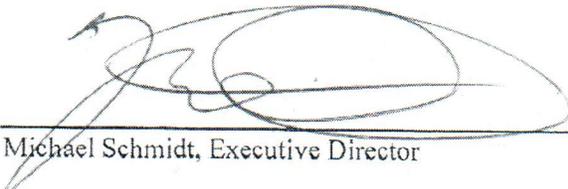
Approved by Grantee


Signature of Grantee _____ Date 9-28-17
Stan Primozich Board of Commissioners, Chair
Name/Title _____

93-6667318
Federal Tax ID Number

5120718
State Tax ID Number

Approved by Criminal Justice Commission

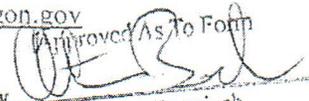

Michael Schmidt, Executive Director _____ Date 10/16/17

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG David Elott by email dated 8/16/2017
David Elott _____ Date _____

CJC Contact
CJC Grant Administrator
Chris Thomas
885 Summer St. NE
Salem, OR 97301-2524
Chris.Thomas@oregon.gov
503-378-2655

Grant Contacts
Marie McDaniel Bellisario and Christina Malae
627 NE Davis St.
McMinnville, OR 97128
bellasm@co.yamhill.or.us;
malaec@co.yamhill.or.us
503-434-7523

Approved As To Form

by _____
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
9-28-17 by Board Order
17-383

EXHIBIT A

Project Description and Budget The goal of the Criminal Justice Commission's *Specialty Court Grant Program* ("Grant Program") is to financially support Oregon specialty courts. The Grant Program calls for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, treatment, mental health, and social services. These courts offer non-violent offenders an alternative to incarceration and teach participants to become productive law abiding citizens, which reduces recidivism and provides for healthier communities. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Yamhill County - Woman's Recovery Court** to address the needs of families who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support operation, substantially in accordance with the Best Practices, of the Yamhill County - Woman's Recovery Court.

Project Start Date: July 1, 2017
 GRANT #: SC-19-041
 GRANTEE PROGRAM CONTACT: Marie McDaniel Bellisario and Christina Malae
 EMAIL: bellasm@co.yamhill.or.us;
 malaec@co.yamhill.or.us
 TELEPHONE: 503-434-7523
BUDGET SUMMARY:

Project End Date: June 30, 2019
 CFDA #: N/A
 GRANTEE FISCAL CONTACT: Adam Kearl
 EMAIL: kearla@co.yamhill.or.us
 TELEPHONE: 505-474-5051

	Grant Funds Requested
Personnel Salaries	\$75,246
Contractual/Consultant Services	\$104,388
Rent And Utilities	\$4,265
Supplies	\$1,745
Travel/Training/Conferences	\$265
Equipment	\$0
Administration	\$3,891
Evaluation	\$0
Other Expenses	\$0
Total	\$189,800

EXHIBIT B

Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All *Specialty Court Grant Program* awards require recipients to submit progress reports quarterly through CJC's grant administration website <https://cjcgrants.fluidreview.com/>. Grantees shall complete and submit progress reports that contain all of the requested data.

EXHIBIT C

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee 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 Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability,

products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee 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 Subagreement, for a minimum of 24 months following the later of: (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.