



AGENDA COVER MEMO

Memorandum Date: November 20, 2024

Order Date: December 17, 2024

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Greg Rice, Captain

AGENDA ITEM TITLE: ORDER/ IN THE MATTER OF ACCEPTING A JAIL-BASED MEDICATIONS FOR OPIOID USE DISORDER GRANT PROGRAM AWARD IN THE AMOUNT OF \$404,555 ADMINISTERED THROUGH THE OREGON CRIMINAL JUSTICE COMMISSION AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE GRANT DOCUMENTS AND ALL RELATED CONTRACTS

I. MOTION

Move acceptance of a Jail-based Medications for Opioid Use Disorder (JMOUD) Grant Program award in the amount of \$404,555 to be administered through the Oregon Criminal Justice Commission and delegate authority to the County Administrator to sign the grant documents and execute all related contracts.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve a grant award from the Oregon Criminal Justice Commission (CJC) for Jail-Based Medications for Opioid Use Disorder Grant Program. The funding is being made available to jurisdictions in Oregon who operate a detention facility.

This is a one-time solicitation and the amount of funding, \$404,555, for Lane County was determined by a formula set by the CJC. The Sheriff's Office (LCSO) applied for the full amount of allocated funds and it was approved by the CJC on November 20, 2024.

All funds must be spent by September 30, 2025. LCSO requested funding to make one-time enhancements to the current Medically Assisted Treatment Program (MAT) in the jail. Modifications will be made to the jail pharmacy to provide a secure storage solution dedicated to MAT medications to meet best practices. Funds will also be utilized to purchase injectable medications for participants in the program. The jail is not currently able to provide this medication option due to the high cost and not being able to have stock on hand. The injectable form of treatment is preferred for AICs as it lasts for a 30-day

period. This increases the time the participant has before the next dose is necessary and provides those being released from custody more time to connect with community providers to continue with MAT medications. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Lane County Sheriff's Office was awarded a Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program Grant (COSSAP) by the Bureau of Justice Assistance in October 2020 and the award was accepted by the Board on Order 20-12-15-06. This grant was operational until September 30, 2024 and the funding was used to establish a Medication Assisted Treatment program in the Lane County Adult Corrections Facility for adults being booked in with an opioid addiction.

The jail partnered with the jail's medical provider, WellPath, to screen adults for opioid use disorders during the booking process. The grant provided prescriber hours as well as LPN hours to dispense the medications, which were also purchased with grant funding. Over the four-year time period for the COSSAP grant, 832 individuals participated in the program.

The grant also had funding for participants to receive a soft hand-off to transitional housing; however, with the grant starting during the COVID-19 restrictions, housing was extremely limited and is just now recovering capacity.

LCISO has been allocated \$300,000 from the Opioid Settlement received by the County. These funds are being utilized to continue the MAT program previously funded by the COSSAP grant.

B. Policy Issues

The funding from the JMOUD grant is one-time funding and the projects LCISO will use the funding toward are one-time expenses.

C. Board Goals

This grant award supports the 2022-2024 Lane County Strategic Plan in the area of Safe, Healthy County.

Opioid addiction lends itself to behavioral health implications for individuals who often find themselves involved in the criminal justice system. These addictions can lead to other social issues such as homelessness. Overdoses have become much more common in our community as a result of opioid use and addiction.

The availability of MAT treatments in the jail offers AICs an opportunity to start their journey to recovery by providing them with medications to assist them in breaking their addiction. Participants in the MAT program are provided with resource information for Lane County Behavioral Health and MAT treatments in

the community so they can continue the program. Emergence staff have Peer Support personnel in the jail lobby as a resource to AICs as they are released and they assist the AIC in finding the resources they need to be successful.

D. Financial and/or Resource Considerations

The revenue and expenses generated by this grant award will be added to the budget in fund 263 in Supplemental #3. The fund has ample appropriations to begin the grant work as soon as the agreement with the state is executed.

E. Health Implications

Opiod Addicition	Adults being booked into the jail who suffer from an opiod addition will have the opportunity to start medically assisted treatment during their incarceration. When they are released from custody, they will be provided information to continue the MAT, access to Peer Support services and ongoing treatment for their addiction.
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F. Analysis

Opiod addiction continues to be prevalent in Lane County. In 2021 an average of thirteen percent of our medical intakes disclosed opiate use, that average increased to eighteen percent in 2023. The MAT program in the jail has seen successes and is an opportunity for addicted individuals to begin their treatment and recovery journey while they are in custody.

Grant funds will be used to enhance the pharmacy in the jail to include secure storage for the MAT drugs, including the injectable option. The secure storage will meet best practice standards for these types of medications.

Once the secure storage has been installed, the remaining grant funds will be used to purchase doses of the injectable treatment, which has a shelf-life of two years from production.

G. Alternatives/Options

1. Accept the grant award from the Oregon Criminal Justice Commission for the secure storage and purchase of MAT treatment drugs.
2. Do not accept the grant award. The funds will be returned to the Oregon Criminal Justice Commission to reallocate. The jail will continue operating the established MAT program utilizing funding from the Opioid Settlement allocation.

III. RECOMMENDATION

Staff recommend option 1, accept the grant award from the Oregon Criminal Justice Commission.

IV. TIMING/IMPLEMENTATION

These grant funds must be spent no later than September 30, 2025. Upon execution of the grant award, LCSO will begin the process of purchasing and installing the enhancements to the jail pharmacy and purchase doses of injectable MAT medication.

V. FOLLOW-UP

None

VI. ATTACHMENTS

Board Order
Grant Solicitation

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

IN THE MATTER OF ACCEPTING A JAIL-BASED MEDICATIONS FOR OPIOID USE DISORDER GRANT PROGRAM AWARD IN THE AMOUNT OF \$404,555 ADMINISTERED THROUGH THE OREGON CRIMINAL JUSTICE COMMISSION AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE GRANT DOCUMENTS AND ALL RELATED CONTRACTS

WHEREAS, the Sheriff's Office was granted permission to apply for an Oregon Criminal Justice Commission Jail-Based Medications for Opioid Use Disorder Grant Program formula grant for the purpose of purchasing secure storage and injectable doses of Medically Assisted Treatment (MAT) medications for AICs with opioid addictions who choose to start treatment while in custody; and

WHEREAS, the Oregon Criminal Justice Commission has awarded a grant in the amount of \$404,555 to the Sheriff's Office; and

WHEREAS, per Lane Manual Chapter 20, the Board of County Commissioners approves and accepts all grant awards in excess of \$250,000.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve acceptance of the Oregon Criminal Justice Commission's Jail-Based Medication for Opioid Use Disorder Grant Program grant award in the amount of \$404,555.
2. Delegate authority to the County Administrator to execute the grant documents and any associated contracts.

ADOPTED this ____ day of _____, 2024.

Laurie Trieger, Chair
Lane County Board of Commissioners

2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program

Application Due Date: October 13, 2024

Purpose:

The purpose of the Jail-based Medications for Opioid Use Disorder Grant Program is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities.

Eligible Applicants:

Eligible applicants include cities and counties in Oregon that operate a local correctional facility, as defined in ORS 169.005, and federally recognized tribes in Oregon that operate a tribal correctional facility, as defined in House Bill 4002 (2024), Section 81 (3).

An applicant may apply individually or jointly with other eligible applicants.

Program Goals and Priorities:

Funds awarded must be used for one or more of the following:

- Provide medication, telemedicine, or any other reasonable treatment to persons in custody with an opioid disorder.
- Develop or operate mobile or nonmobile opioid treatment units.
- Administer screenings for opioid use disorder or risk of an acute opioid withdrawal.
- Facilitate transition planning services for persons in custody who seek or receive opioid use disorder treatment.
- Undertake any other actions reasonably calculated to mitigate operational or structural barriers to providing opioid use disorder treatment in local correctional facilities or tribal correctional facilities, including but not limited to mitigating any lack of secure storage for medication.

Availability and Duration of Funding:

This is a one-time solicitation offering financial support for the grant period beginning October 1, 2024, and ending September 30, 2025.

A total of \$10,000,000 is available in grant funds and will be awarded through a formula funding process determined by the Commission. Funding allocations are posted on the [CJC website](#).

Of the available funds, at least ten percent must be awarded to local correctional facilities in rural areas, as defined in OAR 213-100-0030, or tribal correctional facilities.

2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program

Application Timeline:

September 3, 2024	Grant solicitation released
October 13, 2024	Grant applications due
October 2024	Grant Advisory Committee develops funding recommendations
November 2024	Commission makes final award decisions

Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must include the following:
 - a. Responses to all application questions (a list of questions is attached to this document);
 - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request);
 - c. A statement from the applicant acknowledging that any grant funds received must be expended in accordance with the allowable uses describe in OAR 213-100-0040(3)(d); and
 - d. A letter of commitment from each administrator of a local correctional facility or tribal correctional facility who is associated with the application, committing to participate in good faith in the grant program.
3. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

How to Apply:

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

2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program

Sample Application

CJC's Comments Regarding Application Questions:

1. It is strongly recommended that applicants first read through all application questions and closely review the list of required documentation listed in the Grant Solicitation.

Application Questions:

1. What jurisdiction(s) does your local correctional facility or tribal correctional facility serve? (Word Limit: 200 words)
2. Describe how your existing or planned medication for opioid use disorder treatment program functions, in steps. (Word Limit: 300 words)
3. Describe your existing or planned coordination with a medication for opioid use disorder treatment provider. (Word Limit: 250 words)
4. Describe how your medication for opioid use disorder treatment program aligns with, or intends to align with, best practices or standards of care related to medications for opioid use disorder treatment. (Word Limit: 250 words)
5. How does your organization currently track or plan to track your efforts to provide opioid use disorder treatment and transition planning services? What concrete measures will you use? (Word Limit: 250 words)
6. Describe your program's specific and achievable time-based goals to increase access to medications for opioid use disorder within your correctional facility. (Word Limit: 300)

Document Uploads:

Budget Projection Sheet

Applicant Statement on the use of funds

Letter of Commitment from the correctional facility administrator

[OPTIONAL] A copy of any Memorandum(s) of Understanding (MOU) in use with participating partners

**2023-25 Jail-based Medications for Opioid Use Disorder
Program
Formula Grant Disbursement**

TOTAL 2023-25 ALLOCATION: \$10,000,000

County/Facility	Total Jail-based Medications for Opioid Use Disorder Formula Allocation
BAKER	192,735.00
BENTON	148,167.00
CLACKAMAS	372,771.00
CLATSOP	309,436.00
COLUMBIA	283,076.00
COOS	307,651.00
CROOK	257,984.00
CURRY	332,389.00
DESCHUTES	259,980.00
DOUGLAS	368,288.00
GRANT	339,799.00
HARNEY	254,428.00
JACKSON	428,280.00
JEFFERSON	393,378.00
JOSEPHINE	437,606.00
KLAMATH	336,756.00
LAKE	280,417.00
LANE	404,555.00
LINCOLN	351,532.00
LINN	291,849.00
MALHEUR	337,258.00
MARION	372,457.00
MULTNOMAH	663,910.00
NORCOR	338,256.00
POLK	220,885.00
SPRINGFIELD	114,769.00
TILLAMOOK	298,944.00
UMATILLA	299,414.00
UNION	316,122.00
WASHINGTON	444,860.00
YAMHILL	242,047.00

BUDGET PROJECTION SHEET									
CJC Grant Program:		Jail-based Medications for Opioid Use Disorder Grant Program							
Applicant Name:									
Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient									
Directions: In the "Program Supported" field, identify the specific program/project the position supports. In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a <u>half-time</u> case manager = 50 In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at <u>full-time</u> , regardless of the value included in the "% Time per Month" field. In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant period.									
Position Title	Program Supported	Employing Agency	New or Existing Position	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested	Personnel Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.	
1			Select Option				0.00	1.)	
2			Select Option				0.00	2.)	
3			Select Option				0.00	3.)	
4			Select Option				0.00	4.)	
5			Select Option				0.00	5.)	
6			Select Option				0.00	6.)	
7			Select Option				0.00	7.)	
8			Select Option				0.00	8.)	
9			Select Option				0.00	9.)	
10			Select Option				0.00	10.)	
Personnel Total:							\$	-	
Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient									
Directions: In the "Contract Title & Purpose" field, identify the contractor and what services the contract covers (generally). In the "Program Supported" field, identify the specific program/project the contracted services support.									
Contract Title & Purpose	Program Supported	Contract Category		Unit Type	Price per Unit	# Units Required	Total Amount Requested	Contractual Services Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program. If you selected "personnel" as the contract category, please specify in this narrative, the associated FTE.	
1		Select Option		Monthly			0.00	1.)	
2		Select Option		Select Option			0.00	2.)	
3		Select Option		Select Option			0.00	3.)	
4		Select Option		Select Option			0.00	4.)	
5		Select Option		Select Option			0.00	5.)	
6		Select Option		Select Option			0.00	6.)	
7		Select Option		Select Option			0.00	7.)	
8		Select Option		Select Option			0.00	8.)	
9		Select Option		Select Option			0.00	9.)	
10		Select Option		Select Option			0.00	10.)	
Contractual Services Total:							\$	-	
Housing & Facilities: Eligible expenses for space/utilities necessary to complete program work, short-/long-term housing support for participants.									
Directions: In the "Item Description" field, identify what the expense covers (generally). In the "Program Supported" field, identify the specific program/project the expense supports.									
Item Description	Program Supported			Unit Type	Price per Unit	# Units Required	Total Amount Requested	Rent/Utilities Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.	
1							0.00	1.)	
2				Select Option			0.00	2.)	
3				Select Option			0.00	3.)	
4				Select Option			0.00	4.)	
5				Select Option			0.00	5.)	
6				Select Option			0.00	6.)	
7				Select Option			0.00	7.)	
8				Select Option			0.00	8.)	
9				Select Option			0.00	9.)	
10				Select Option			0.00	10.)	
Housing & Facilities Total:							\$	-	

Directions:

In the "Item Description" field, identify the name/type of equipment to be purchased.

In the "Program Supported" field, identify the specific program/project the equipment supports.

In the "Organization Served" field, identify the entity that will own and operate the equipment.

In the "# of Units Required" field, indicate the number of individual items to be purchased.

Directions:

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

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

Directions:

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

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

Training/Travel Total: \$ -									
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Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services

Directions:

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

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

Administrative Total: \$ -					
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Budget Request Totals: This section will be automatically calculated based on the information provided above			
Budget Categories	Category Totals		
Personnel	\$ -		
Contractual Services	\$ -		
Housing/Facilities	\$ -		
Equipment	\$ -		
Supplies	\$ -		
Training/Travel	\$ -		
Subtotal	\$ -		
		% of Total Request	
Administrative Costs	Total	#DIV/0!	*No more than 10%, without exception request
All Items			
Total Budget Request:			

JMOUD-25-XX GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JAIL-BASED MEDICATIONS FOR OPIOID USE DISORDER GRANT PROGRAM

Agreement Number: JMOUD-25-XX

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

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$XXX,XXX,XXX

Completion Deadline: September 30, 2025

SECTION 2: FINANCIAL ASSISTANCE

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

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

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

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in two equal installments of \$XXX,XXX each, the first installment by January 30, 2025, and the second installment on May 5, 2025.

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

- (1) CJC has sufficient funds currently available for this Agreement; and

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

SECTION 4: USE OF GRANT

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

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

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

B. Compliance with Laws.

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

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

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

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

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

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

H. Recipient Subagreements and Procurements.

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

(2) Subagreement indemnity; insurance.

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

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

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

(3) Procurements.

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

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

SECTION 7: DEFAULT

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

SECTION 8: REMEDIES

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

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

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

SECTION 9: TERMINATION

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

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
 - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other

hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

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

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

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

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

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

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

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

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

The signatures of the parties follow on the next page.

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



STATE OF OREGON
acting by and through its
Criminal Justice Commission

GRANTEE NAME

By: _____
Ken Sanchagrin, Executive Director

By: _____

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated **DATE** _____
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A: CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**CJC**

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

Recipient

Grantee Name
Mailing Address
City State Zip

Grant Administrator: Name

Contact: Name

Telephone: Number

Telephone: Number

Email: Email

Email: Email

Project Description:

Pursuant to Sections 81 to 86 of House Bill 4002 (2024), the Jail-based Medications for Opioid Use Disorder Grant Program supports cities and counties in Oregon that operate a local correctional facility, as defined in ORS 169.005, and federally recognized tribes in Oregon that operate a tribal correctional facility, as defined in HB 4002, Section 81(3).

The purpose of CJC's Jail-based Medications for Opioid Use Disorder Grant Program is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities.

Recipient shall use Grant funds to support the following program(s) in working toward the goals stated above: **INSERT FROM SPREADSHEET**

Project Period:

Start Date: October 1, 2024

End Date: September 30, 2025

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning January 25, 2025, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC quarterly progress reports, beginning January 25, 2025, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

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

Report Contents

Required reports must be submitted through CJC's grant administration system (<https://cjc-grants.smapply.io>) and contain all the requested information.

1. CJC Quarterly Expenditure Report
 - a. Grant Funds spent during the prior calendar quarter, with brief description.
2. CJC Quarterly Progress Report
 - a. Data and information related to the Recipient's progress toward providing opioid use disorder treatment and transition planning services during the prior calendar quarter; and
 - b. Any other Project information as CJC may reasonably request.

EXHIBIT B: SUBAGREEMENT INSURANCE REQUIREMENTS

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

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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