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REQUEST FOR GRANT APPLICATION (RFGA)

OHA-RFGA-5272 /Oregon Buys Number 00001141

Funding Opportunity for Community Based Organizations

The Oregon Health Authority (OHA) requests Grant Applications from qualified individuals or organizations hereinafter "Applicants," to provide an opportunity for several funding choices in one application process between several OHA programs.

Date of Issuance: December 3, 2021

Applications accepted through: January 31, 2022

Issuing Office:

Oregon Health Authority
Office of Contracts and Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301

Sole Point of Contact (SPC):

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All communications concerning this RFGA document and the Application process must be directed by email to the SPC named above. Any oral communications will be considered unofficial and non-binding. Information received in writing from the SPC is also considered official.

When appropriate, the Office of Contracts and Procurement (OC&P) will issue revisions, substitutions, or clarifications as addenda to this RFGA. Changes/modifications to the RFGA shall be recognized *only* if in the form of written addenda issued by OC&P.

OC&P will not automatically mail copies of any addenda or answers but will publish addenda and questions and answers on the RFGA website: ohapublichealthfunding.org This website will be used to distribute all information regarding this RFGA.

1. Introduction

The Oregon Health Authority (OHA), Public Health Division, recognizes the essential role of community-based organizations (CBOs) in community-led culturally, and linguistically responsive public health service. This Request for Grant Applications (RFGA) offers several funding choices in one application that reflects coordination among several OHA programs.

This grant seeks to make it easier to apply for and receive funding from OHA. OHA has approximately \$31,060,000 available across all categories described below and may award additional funds if they become available or may not award all the funds depending on applications received.

OHA seeks to center community strengths, wisdom and priorities for health, and support the work of CBOs to advance health equity in communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA2S+ communities, faith communities, older adults, houseless communities and others.

OHA will fund work on specific public health issues (for example, HIV, climate change, overdose, commercial tobacco prevention), and provide opportunities for flexible funding for specific community health needs related to equity and the social determinants of health (for example, racism, colonialism, ableism, heterosexism, sexism). This RFGA also makes the applying organization eligible to apply for funding to support new public health priorities as needed. For example, this could include working with the community during outbreak response or another public health emergency.

2. Authority

OHA issues this RFGA under the authority of Oregon Revised Statute (ORS) 413.033 and Class Special Procurement No. 826-16.

3. Minimum Requirements

To apply and to be eligible for award of a Grant Agreement, an Applicant must meet the following requirements:

- a. Any 501(c)(3) organization registered with the Oregon Secretary of State and located in Oregon that provides culturally responsive services to communities in Oregon that are disproportionately impacted by COVID-19. Individuals and organizations with 501(c)(3) fiscal sponsors are eligible to apply. Organizations must hold commercial general liability insurance covering bodily injury and property damage of not less than \$1,000,000 per occurrence and annual aggregate limit not less than \$2,000,000

at the time of Grant award, if awarded. This should not be a barrier to applying. The cost of insurance may be added to the proposed budget and purchased with grant funds after being awarded.

- b. Any partnership or coalition of organizations working together, where the fiscal agent is a 501(c)(3) organization.
- c. All grantees must abide by [OHA's nondiscrimination policy](#), and state and federal civil rights laws, unless otherwise exempted by federal or state law. Specifically, people participating in OHA-sponsored activities or programs may not be treated unfairly because of age, color, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation.
- d. Health systems and for-profit organizations are not eligible. Health systems are defined as organizations that include at least one hospital and at least one group of physicians that provides comprehensive care (including primary and specialty care) who are connected with each other and with the hospital through common ownership or joint management.

4. Scope of Work (Grant Program Activities)

- a. **Eligibility:** Activities with known funding are described below and may have criteria for eligibility or stated funding preferences. Unless otherwise specified, there are no restrictions on proposing to work within a county versus a region of the state. Please propose activities that meet the needs of your organization's structure and/or service area.
- b. **Training and technical assistance:** Community-based organizations may want to build their staff capacity for certain skills or content area expertise, as well as organizational capacity to expand reach in community and improve competitiveness for funding opportunities. Organizations who are awarded funding in one or more categories below are eligible to receive capacity building, training, and technical assistance, including, but not limited to: fiscal, human resources, equity, policy leadership and advocacy capacities and subject matter areas like tobacco prevention and cessation, environmental and climate justice, and HIV prevention and care services.
- c. **Reporting:**
 - i. Financial reports due quarterly.
 - ii. Progress reports due quarterly.

Program Element: Adolescent and School Health

1. Background:

The Adolescent and School Health Program is comprised of four program areas: policy and assessment, school-based health centers, school nursing, and youth sexual health. OHA's goals are to improve access to quality health services and health education for all youth in Oregon, to provide partners with opportunities to build capacity, learn new information, and improve practice in order to better meet the needs of all youth in Oregon, and to illuminate the strengths and needs of all youth in Oregon through collection, analysis and dissemination of accurate and timely data. The program will prioritize this funding opportunity to support CBO-school partnerships in strengthening workforce capacity in schools, providing culturally specific and responsive care, and meeting the challenges and needs created by the COVID-19 pandemic.

2. Total funding available:

\$2 million

3. Eligible activities:

Funding is available for the activities listed below. Please also propose other policy development and advocacy activities based on community needs and priorities:

- a. Support schools with culturally specific health education, resource navigation, outreach and engagement with students, families of students, and school staff related to COVID-19;
- b. Support schools and school districts in assessment for COVID-19-related planning, communication, and response;
- c. Support schools with culturally specific outreach, engagement, resource navigation, community health worker support, behavioral health support, overdose prevention, and other response and recovery services related to COVID-19.

4. Funding priorities:

Funding must be spent on personnel or support for personnel (for example, training, support for certification/licensure) in schools, and must include some elements of COVID-19 recovery. OHA priorities include the following:

- a. Enhancing workforce capacity for culturally and linguistically specific services in schools for communities;
- b. Hiring and developing youth leadership;
- c. Mental health and behavioral health capacity;
- d. Outreach, engagement and resource navigation;
- e. Support for COVID-19 guidance, procedures, planning and response;
- f. Providing livable wages to unlicensed staff.

Program Element: Commercial Tobacco Prevention

1. Background:

Commercial tobacco is tobacco that is sold by the tobacco industry, including cigarettes, vape or e-cigarettes, chewing tobacco, cigars and other products that contain addictive nicotine. The term commercial tobacco is used to separate it from sacred tobacco used by some American Indian/Alaska Native communities and Tribal Nations in Oregon.

Commercial tobacco-related disparities are complex. They do not have a single cause or a single solution. OHA seeks to leverage community strengths and wisdom to address and dismantle the systemic root causes of commercial tobacco use that drive stress and higher use rates in some communities. This is best accomplished through asset-based, culturally specific, community-led approaches centered in community voices and practices.

2. Total funding available:

\$20 million

3. Award ranges:

Recommended range for grant awards is \$25,000 to \$750,000 to accommodate both emerging organizations with small budgets or all-volunteer staff as well as large organizations and collaborative partner applications.

4. Eligible activities:

Funding is available for the activities listed below. Please also propose other prevention activities based on community needs/priorities.

Organizations do not need to currently work on commercial tobacco prevention. However, proposals must be able to connect proposed activities to either the root causes of commercial tobacco use or commercial tobacco prevention and cessation, or both. Successful proposals will describe how the proposed approach will help reduce the impacts of commercial tobacco use.

Grants may also include resources for capacity building to strengthen organizational infrastructure, fiscal and human resources management in addition to program implementation. May also include capacity building for regional infrastructure where organizations are not yet present.

Activities may include:

- a. Initiatives that address how structural racism, systemic neglect, discrimination, and a lack of community investment have created high-stress, high-trauma, socio-economic, and other conditions across generations that contribute to commercial tobacco use and result in health disparities such as higher rates of cancer and hypertension. For example:
 - i. Community-led initiatives that build power and ability to address inequities that might lead to commercial tobacco use (for example, food insecurity, isolation and lack of mental health support, lack of safe housing, etc.);
 - ii. Multigenerational interventions that offer wraparound supports to address overall well-being;
 - iii. Development of community skills in advocacy for policy change, including those addressing social determinants of health as well as commercial tobacco industry influence in communities;
 - iv. Leadership by community health workers in community-based policy advocacy;
 - v. Accessible and affordable opportunities and spaces for people to positively socialize, challenge social norms that promote tobacco misuse, share cultural traditions, and build community.

Initiatives that directly address use of commercial tobacco. For example:

- a. Intersectional and holistic support and care tailored to different types of commercial tobacco, and in different contexts and geographic settings (for example, providing a subsidy to a local farmer to provide herbs, vouchers for ceremonial tobacco and stipends for traditional leaders to teach younger generations about its use, opportunities for healing and stress management);
- b. Enhancing support for and access to culturally appropriate commercial tobacco cessation resources;
- c. Sharing information with community members about how they have been targeted by the commercial tobacco industry;
- d. Training and capacity building for health care providers and supports for traditional health workers to address commercial tobacco use and intersections with chronic diseases, including addressing health care provider bias against non-dominant beliefs, norms, and approaches to health care;
- e. Work that strengthens intersecting movements for justice such as environmental justice and health justice (for example, working to reduce toxic waste in communities that have experienced racist zoning practices, including addressing cigarette, nicotine and electronic waste, and holding the industry accountable for this waste);
- f. Community-based and -led research to understand community needs.

5. Eligibility criteria:

To be eligible for this funded activity, organizations must be:

- a. Culturally specific; **or**
- b. A racial justice-focused organization working with Black, Indigenous, American Indian, Alaska Native, Latino/a/x, Pacific Islander, or Asian communities; **or**
- c. An organization primarily benefiting a community disproportionately impacted by commercial tobacco—such as people with disabilities, people who identify as LGBTQIA2S+, people living with behavioral health issues—that can demonstrate it is committed to leading with race and capable of addressing

racial inequities within its service community in partnership with racially diverse community members. Must also be an organization or project (if it is a collaborative of partners) that has a decision-making body (staff or community leaders) from the communities being served. Organizations can make the case for family members serving this function when members of priority communities require support, accommodation, or representation to do so.

6. Funding priorities:

Funding will prioritize Applications that focus on addressing the disproportionate impact of commercial tobacco on Black, Indigenous, and people of color communities through culturally and linguistically responsive services. Funding will also prioritize Applications from smaller, new, and emerging organizations; those from cross-sector partners; and those that work with community members with intersecting identities (for example, people with disabilities who also identify as LGBTQIA2S+).

Program Element: Environmental Public Health and Climate Change, Communicable Disease Prevention, and Emergency Preparedness

1. Background:

Public health issues are changing in Oregon due to the risks of climate change, which are linked to the spread of communicable diseases and require a community-led approach to emergency preparedness and resilience.

OHA's Environmental Public Health programs work to identify, assess, and report risks to human health from exposure to environmental and occupational hazards, and support Oregon communities with potential risks where they live, work, play, and learn to remain healthy and safe. This includes the Climate and Health Program, which works with partners to understand, plan for, and take actions to prevent the negative health effects of fire, drought, heat, and other hazards worsened by climate change.

OHA programs work to prevent the emergence and spread of communicable diseases. This is a cooperative effort involving health care providers, public health and members of the community. This includes protecting exposed individuals and communities through culturally and linguistically responsive prevention messages and community engagement and planning, and responding to public health emergencies involving communicable diseases.

OHA's emergency preparedness program helps health care, public health, and communities prepare for and respond to major emergencies that impact the health of people in Oregon. This includes ensuring that Oregon's communities and hospitals are prepared for health and medical emergencies by supporting the development and testing of plans, providing training, managing volunteers, and encouraging collaboration.

2. Total funding available:

\$8,595,000

3. Eligible activities:

Funding is available for the activities listed below. Please also propose other activities that support the identification and/or assessment of progress on community health priorities:

- a. Provide community expertise to local public health authorities as they conduct community health needs assessments and develop plans to advance health equity;
- b. Increase community understanding of health impacts of climate change and strategies for increasing climate resilience in ways that center the community's culture, interests, language, and needs (see [Climate and Health Program web page](#) for examples). Please note that the availability of funding specific to developing curricula for climate adaptation education is dependent on legislative approval for funding, but does not affect funding for other forms of climate and health education.
- c. Learn about and document local climate and environmental risks and community strengths and resilience that serve as protective factors (see [Climate and Health Program webpage](#) for examples);
- d. Identify community priorities for local public health plans that:
 - i. prepare for climate migration (for example, by developing affordable housing),
 - ii. build community climate resilience (for example, by strengthening social networks),
 - iii. reduce environmental hazards (for example, through home improvements) prevent communicable diseases,
 - iv. prioritize most impacted populations,
 - v. foster partnerships with relevant local, state and tribal agencies, and
 - vi. address the root causes of health inequities.
- e. Carry out climate and health actions. These could include, but are not limited to, increasing access to smoke filtration devices, greenspace, community gardens, or active transportation options, planting trees, creating community murals, or partnering with local public health authorities that are carrying out climate actions (see [Climate and Health Program webpage](#) for more information and examples).
- f. Build social resilience by strengthening social bonds and networks among community members, bridges between community groups, and/or linkages with decision-makers.
- g. Build policy development and advocacy skills of community members and promote community-led policy change that supports health. This includes public health policies or policies and plans in other sectors that affect social determinants of health (transportation, housing, energy, land use, natural resources, emergency management, etc.).
- h. Engage community for communicable disease responses (for example, Ebola, measles, child and adult vaccines).
- i. Engage community for emergency preparedness (for example, provide training on community readiness, risk communication, cultural and language access).
- j. Participate in emergency preparedness planning and exercises to elevate voices of communities most impacted by natural disasters.
- k. Participate in coalitions to support community-led health policy.
- l. Participate in/bring community expertise to government-led workgroups, advisory groups, decision-making bodies and processes.

Program Element: HIV, STD, TB Prevention and Treatment

1. Background:

The mission of End HIV Oregon—a cooperative initiative of OHA and its many community partners—is to end new HIV transmissions in Oregon by increasing testing, expanding prevention, ensuring treatment, and ending disparities. This initiative recognizes that a coordinated approach is necessary to address the syndemics of HIV, sexually transmitted infection, hepatitis C, and the many social factors that lead to individual and community vulnerabilities to these conditions.

2. Total funding available:

\$225,000

3. Eligible activities:

Funding is available for the activities listed below. Please also propose other health education and communications activities based on community needs and priorities:

- a. Lead culturally specific, targeted public education and outreach campaigns with either a holistic focus on sexual and reproductive health or smaller, more specific HIV prevention health education messaging (for example, getting tested, U=U). Many education and outreach materials exist that can be tested and modified to resonate with specific populations.
- b. Conduct HIV and STI prevention and care needs assessment, with a focus on outreach to priority populations under End HIV Oregon that are not already being served by existing contractors.

4. Funding priorities:

Communities prioritized for funding include those most impacted by HIV/STI and not already funded through End HIV Oregon. This includes Black, African American, African immigrants; transgender and nonbinary people; people who use drugs; and young men who have sex with men (MSM), particularly young MSM of color.

Program Element: Opioid Overdose Prevention

1. Background:

The Injury & Violence Prevention Section works to help prevent violence, injury (including poisoning and overdose) and suicide in Oregon. OHA maintains injury data information systems and works in multi-disciplinary partnerships to support local- and state-level prevention activities to reduce deaths and disability due to injury. The program's mission is to reduce the economic, social, and personal burden due to injury in Oregon through partnerships and work with policy makers. Funding provided in this program element is intended to address root causes of substance use disorder, substance misuse, and overdose.

2. Total funding available:

\$140,000 (through August 31, 2022) based on funding available to OHA. The number and amount of individual awards will be determined based on the submissions received. Additional funding may become available to CBOs funded through this program area through June 30, 2023, depending on federal funding.

3. Eligible activities:

Funding is available for the activities listed below. Please also propose other policy development and advocacy activities based on community needs and priorities:

- a. Overdose prevention community engagement (for example, adapt existing resources to provide culturally-specific trainings on community readiness, risk communication, cultural and language access to information). Examples of information include [availability of harm reduction services](#), “bad batches” of drugs sold without a prescription that can cause multiple overdoses in a community, and the dangers of [fake prescription medications/“fentapills”](#) sold without a prescription that contain deadly amounts of fentanyl and other highly toxic drugs;
- b. Identify community priorities for prevention of substance use disorder, substance misuse and overdose, including addressing the root causes of health inequities;
- c. Address root causes of substance use disorder, substance misuse, and overdose at the individual, relationship, and community levels. This could involve peers with lived experiences and could include community mental health supports such as educational and skills training for young people to improve self-esteem, social competence, and emotional regulation skills, programs that teach parents effective ways to monitor and communicate with their children regarding substance use, positive youth recreational activities as an outlet for risk-taking impulses, or other interventions that strengthen resilience and connectedness.

Program Element: ScreenWise & Genetics Program Barrier Reduction, Community Clinic Linkage, and Patient Navigation

1. Background:

The mission of ScreenWise (SW) is to reduce breast and cervical cancer burden and health inequities in Oregon through early detection, evidence-based care, risk factor screening, education, linkage to medical treatment, and surveillance. This initiative aims to fund up to four agencies to provide barrier reduction social services and wrap-around support, community engagement, patient navigation, education, and outreach to increase breast and cervical cancer screening, diagnostic services, and navigation into treatment if needed. This initiative recognizes the work already being done at the community/clinic level and seeks to increase capacity and sustainability. Agencies with services tailored to priority populations and that serve rural communities will be prioritized for this opportunity.

2. Total funding available:

\$100,000

3. Anticipated number of awards:

3 to 4

4. Eligible activities:

Funding is available for the activities listed below. Please also propose other health education and communications activities based on community needs and priorities.

- a. Identify potential candidates for breast and cervical cancer screening through Traditional or Community Health Workers (THWs and CHWs respectively) or patient navigators and provide culturally appropriate outreach and education to the identified candidates about risk factors, family history, genetic counseling, and preventive health behaviors.

- b. Assist individuals with culturally and linguistically affirming navigation, education and access to screening services among health care systems and network of SW providers. Navigate clients to breast and/or cervical cancer screening services if they do not meet SW eligibility requirements. Assure that patients navigated receive timely and appropriate follow-up care and referrals and/or navigation into treatment if needed.
- c. Provide, as needed, patient navigation and coordination of access to healthcare services if there are cancer diagnoses.
- d. Promote and deliver culturally and linguistically appropriate and affirming public education health workshops or screening events that include breast and cervical cancer screening and hereditary cancer information. Initiatives and events should focus on addressing fears and barriers to cancer screening.
- e. Use and promote culturally appropriate interventions to link individuals to community resources, medical homes, or health care systems and clinics for cancer screening, diagnostic, genetic counseling, and treatment resources.
- f. Provide social service or direct barrier reduction via transportation, food, utility, housing, caregiving assistance for patients facing hurdles to breast or cervical cancer screening or diagnostic services. Funding can, and should, be used to pay for such as language services, child care, elder care, gas cards, food assistance, and other barriers that are discovered to inhibit patients initiating breast or cervical cancer screening or diagnostic services. Patient navigators or CHW and THWs can document patient needs and provide reimbursements and gift cards for patients to assure completion of screening, follow-up, and diagnosis.

5. Eligible activities:

Funding will prioritize applications from groups, organizations, or clinics that focus on serving Black, Indigenous, and people of color through culturally and linguistically responsive outreach and services, and communities disproportionately impacted by cancer morbidity and mortality. Funding will also prioritize applications from organizations that have existing relationships with community clinical partners. Funding can be used in part to support Community Health Worker (CHW), Traditional Health Worker (THW), or patient navigation staff, provided it is focused on breast and cervical cancer. Barrier reduction funding is available with detailed plans for documentation of how funds are distributed. Program funding priorities include:

- a. Patient navigation for breast and cervical cancer
- b. Community clinical linkage to SW clinics and/or health systems
- c. Community education and outreach
- d. Increased screening of Black, Indigenous, people of color, people experiencing disabilities, LGBTQIA2S+, rural and underserved communities or those with intersections at any or all points of these identities or experiences

5. Applicant Assurances

By submitting an Application in response to this RFGA, Applicant certifies that the following statements are true:

- a. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Applicant nor will Applicant discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a Disabled Veteran or a subcontractor that employs a Disabled Veteran, and
- b. Information included in the Application shall remain valid for 90 days after the Application is submitted or until a contract is executed, whichever comes first, and
- c. The statements contained in the Application are true and complete to the best of the Applicant's knowledge and Applicant accepts as a condition of the RFGA, the obligation to comply with the

applicable state and federal requirements, policies, standards, and regulations. The Applicant recognizes that this is a public document and open to public inspection, and

- d. The Applicant acknowledges receipt of any Addenda to the RFGA, and
- e. If the Applicant is awarded a Grant Agreement as a result of this RFGA, the Contractor will be required to complete, and will be bound by, a Grant Agreement, Attachment #3.

6. Application Evaluation

Applications must be complete at the time of submission. OHA review teams will review all Applications received by January 31, 2022 to determine whether each Applicant meets the minimum requirements. Applicants meeting the minimum requirements will be reviewed by OHA. OHA will review each application for completeness of the required elements within the Application Form, work plan and budget alignment with scope of work and available funding, and priority population, geographic and language access reach. OHA's goal is to ensure both priority populations are served through this funding application and the funding reaches the geography of the entire state. Priority populations broadly include those listed in Section 1: communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA2S+ communities, faith communities, older adults, houseless communities, and others; as well as those specifically noted within each scope of work in Section 4.

OHA review teams may consist of OHA staff, as well as external community-based organization/community members as appropriate. External community-based organizations/community members will recuse themselves from reviewing Applications for their own organization or Applications of close partners or in cases where there is a perceived or potential conflict of interest.

During the review process, OHA reserves the right to obtain clarification from Applicants regarding their Application information. Only Applicants determined by OHA to be qualified to provide grant activities pursuant to this RFGA will be offered a Grant Agreement.

Applicants shall be notified of the decision regarding their Application and, for successful Applicants, the timeline to be issued a Grant Agreement.

7. Public Information

All Applications are public information after the Application has been opened. Any person may request copies of public information. However, except as required by the Oregon Public Records Law, copies of Applications will not be released until the evaluation process has been completed and notice of intent to award letters are sent to successful awardees. Requests for copies of public information must be submitted in writing. Requestors will be charged according to the current OHA policies and rates for public records requests in effect at the time OHA receives the written request for public information. Fees, if applicable, must be received by OHA before the records will be delivered to the requestor.

8. Cost of Applications

All costs incurred in preparing and submitting an Application in response to this RFGA are the responsibility of the Applicant and will not be reimbursed by OHA.

9. Closing Date for Submittal of Applications

Applications will be received on an open and ongoing basis through January 31, 2022, or once all funding has been granted, whichever occurs first. When OHA has determined that sufficient Applications have been received, or for any other reason that OHA determines, OHA will issue notice on the RFGA website specifying a

date after which Applications will no longer be received. Applications received after the date and time specified in that notice, shall be late and will not be evaluated.

APPLICATIONS MAY BE REVIEWED BY OHA AT ANY TIME AFTER RECEIPT.

Applicants are encouraged to submit Applications as soon as possible. Grant Agreements may be issued at any time throughout the open Application period and in accord with the limitations set forth in Section 10.

10. Grant Agreement Document Terms and Conditions

The final Grant Agreement will be based on Agreement Form Attachment #3 to this RFGA and will include all exhibits and attachments identified in the Grant Agreement. The terms and conditions included in the Grant Agreement are not subject to negotiation.

11. Reservation of OC&P Rights

OC&P reserves all rights regarding this procurement, including, without limitation, the right to:

- a. Amend or cancel this RFGA without liability if it is in the best interest of the State to do so;
- b. Reject any and all Applications received by reason of this request upon finding that it is in the best interest of the State to do so;
- c. Waive any minor informality with the provisions or procedures of this procurement, and to seek clarification from the Applicant, if required;
- d. Reject any Application that fails to substantially comply with all prescribed procurement procedures and requirements;
- e. Extend, amend or negotiate any Grant Agreements that are a result of this RFGA, in accordance with the terms and conditions of Attachment #3; and
- f. Engage Contractor by selection or procurement for different or additional services independent of this RFGA process or any Contract entered into pursuant hereto.

12. Contractual Obligation

All Applicants who submit an Application in response to this RFGA understand and agree that OHA is not obligated thereby to enter into an Agreement with any Applicant and further, has absolutely no financial obligation to any Applicant.

13. Application Requirements

- a. Applications must be submitted using Attachment #1 Application Form in this RFGA
- b. Applicant must submit a separate Application for each site that has a different Employer Identification Number (EIN).
- c. Applicants must be registered with the Oregon Secretary of State as a business or note on the Application that Applicant is a Government Entity.
- d. Applicant must also meet the minimum insurance requirements as outlined in Section 3a.
- e. Applications must be submitted to the Sole Point of Contact (SPC) by email and must be clearly marked "OHA-RFGA-5272". Applications may also be uploaded via the RFGA website ohapublichealthfunding.org

[Attachments follow](#)

Attachment #1: Application

Applicants must meet the Minimum Requirements, as described in this Request for Grant Application: RFGA-OHA-5272/OR Buys

Applicants must comply with the RFGA and **submit this completed Application Form** to be considered for an Agreement.

Applicant info for Community Based Organizations Coordinated Funding		
Individual/Organization Name Including DBA if applicable: Fiscal Sponsor Organization Name if applicable:		
Fax ID, EIN or FIN:		
Mailing Address:		
City:	State:	County: Zip Code:
Phone:		
Facsimile:		
Website Address:		
Type of Organization		
<input type="checkbox"/> 501(c)3	<input type="checkbox"/> 501(c)3 w/Fiscal Sponsor	<input type="checkbox"/> Partnership w/501(c)3 Fiscal Organization
Responsible Proposer Requirements		
<input type="checkbox"/> Yes, Applicant is currently registered with the Oregon Secretary of State business registry. <input type="checkbox"/> No, Applicant is not currently registered with the Oregon Secretary of State business registry but will meet requirement prior to Agreement execution.		
Applicant Insurance		
Commercial General Liability Insurance		
<input type="checkbox"/> Yes, we currently meet the CGL insurance requirement. <input type="checkbox"/> Do not currently meet CGL insurance requirements and will meet requirement prior to Contract execution.		
Professional Liability Insurance		
<input type="checkbox"/> Yes, we currently meet the PLI insurance requirement. <input type="checkbox"/> Do not currently meet PLI insurance requirement but will meet requirement prior to Contract execution.		

Applicant Contract Administrator

Name and Title:

Phone:

Email:

Authorized Applicant/Application Signature:

Authorized Applicant email:

Please complete all the following in response to which services, population groups, languages etc., you are applying for:

Applicant Information Part 1

Counties served. Please indicate with an X if your organization directly serves one or more Oregon county below. For counties selected, also indicate whether your organization has a staff person or an office physically located within the county.

- Baker (Y/N) Staff or office within county
- Benton (Y/N) Staff or office within county
- Clackamas (Y/N) Staff or office within county
- Clatsop (Y/N) Staff or office within county
- Columbia (Y/N) Staff or office within county
- Coos (Y/N) Staff or office within county
- Crook (Y/N) Staff or office within county
- Curry (Y/N) Staff or office within county
- Deschutes (Y/N) Staff or office within county
- Douglas (Y/N) Staff or office within county
- Gilliam (Y/N) Staff or office within county
- Grant (Y/N) Staff or office within county
- Harney (Y/N) Staff or office within county
- Hood River (Y/N) Staff or office within county
- Jackson (Y/N) Staff or office within county
- Jefferson (Y/N) Staff or office within county
- Josephine (Y/N) Staff or office within county
- Klamath (Y/N) Staff or office within county

- Lake (Y/N) Staff or office within county
- Lane (Y/N) Staff or office within county
- Lincoln (Y/N) Staff or office within county
- Linn (Y/N) Staff or office within county
- Malheur (Y/N) Staff or office within county
- Marion (Y/N) Staff or office within county
- Morrow (Y/N) Staff or office within county
- Multnomah (Y/N) Staff or office within county
- Polk (Y/N) Staff or office within county
- Sherman (Y/N) Staff or office within county
- Tillamook (Y/N) Staff or office within county
- Umatilla (Y/N) Staff or office within county
- Union (Y/N) Staff or office within county
- Wallowa (Y/N) Staff or office within county
- Wasco (Y/N) Staff or office within county
- Washington (Y/N) Staff or office within county
- Wheeler (Y/N) Staff or office within county
- Yamhill (Y/N) Staff or office within county

Primary populations to be served. Please indicate with an X the top three or fewer populations served by your organization. You may also specify the populations served by your organization within each option.

- American Indian/Alaska Native/Indigenous communities:
- Asian communities:
- Black/African American/African communities:
- Latino/a/x communities:
- Pacific Islander communities:
- Slavic/Eastern European communities:
- People with disabilities:
- LGBTQIA2S+ communities:
- Immigrant and refugee communities:
- Rural communities:

- Faith communities:
- Houseless communities:
- People with behavioral health conditions:
- Other communities not listed above (please describe):

Language access provided by your organization. Please indicate your organization's capacity to speak and/or write in languages other than English. Also indicate whether the language capacity comes from someone who speaks that language as their first language or someone who learned the language, or if you would use a translation service.

Language 1: _____

- Spoken fluently by first language speaker
- Spoken fluently by learned language speaker
- Written by first language speaker
- Written by learned language speaker We will use a translation service

Language 2: _____

- Spoken fluently by first language speaker
- Spoken fluently by learned language speaker
- Written by first language speaker
- Written by learned language speaker
- We will use a translation service

Language 3: _____

- Spoken fluently by first language speaker
- Spoken fluently by learned language speaker
- Written by first language speaker
- Written by learned language speaker
- We will use a translation service

Language 4: _____

- Spoken fluently by first language speaker
- Spoken fluently by learned language speaker
- Written by first language speaker
- Written by learned language speaker
- We will use a translation service

Other language access offered by your organization not already listed above:

Which activity category or categories will your CBO or collaborative intend on working in (check all that apply):

- 1) HIV, STD, TB Prevention and Treatment _____
- 2) Environmental Public Health and Climate Change, Communicable Disease Prevention and/or
Emergency Preparedness _____
- 3) Commercial Tobacco Prevention _____
- 4) Adolescent and School Health _____
- 5) Injury and Violence Prevention _____
- 6) ScreenWise and Genetics _____

Would your organization like to be notified by OHA when funding becomes available in the future to support specific Emerging Priorities?

OHA must respond quickly to emerging public health issues (e.g., response to wildfires or epidemics) and other time-sensitive opportunities. Essential to this response is an understanding of community needs and priorities and culturally specific ways to effectively respond. This Program Element would go beyond what is outlined under Emergency Preparedness above and allows community-based organizations to access topic- and/or community-specific grant funding for future funds.

Eligible activities: Funding may become available during emergency response in the future for one or more of the following activities. These activities would not be performed until funds are available, but are provided as examples:

- (a) Engage community on emerging health priorities (e.g., communicable disease or overdose outbreak response)
- (b) Create and lead culturally specific education and awareness campaigns for emerging health priorities
- (c) Support planning and implementation of clinical and prevention activities for emerging health priorities
- (d) Support policy development and advocacy for emerging health priorities
- (e) Support implementation and linkages to programs to help community members manage chronic diseases such as diabetes, heart disease, arthritis, and cancer.

- Yes
- No

Considering all the activities you are proposing in this application, which do you think best describes the work (check all that apply)

- Health Education and Communications
- Identifying and Assessing Community Priorities
- Supporting Prevention Activities
- Policy Development and Advocacy
- Something Else: _____

Is your organization being funded by any Local Public Health Authority for any of the above work? If so, please list which categories and the counties you will be working in:

Proposed Work Plan. You can describe your project as a narrative or provide a formal work plan, whichever works best for you. (Please either attach to this Application Form or provide a work plan narrative here):

Applicant Information Part 2

You may propose multiple different projects in different program areas. If you do so, be sure to address each project and program area you are applying for under each of the seven questions. Please see the FAQs for examples of what this might look like. Our intention is to make this application as easy as possible to complete.

Clear and concise answers are welcome. There are no maximum or minimum word or page counts; use the amount of space you need to describe your project and answer the questions. Some Program Areas require additional questions to answer. These appear below the general question. If you are applying for the Program Area indicated below a question, please respond to the general question and the additional Program question.

1) Describe your organization or collaborative’s experience related to your proposed activity area(s).

[If selected “Commercial Tobacco Prevention”] Describe your project and how it addresses root causes of and/or the impacts of commercial tobacco use on the proposed population(s). Include the reasons why commercial tobacco products are being used and how this work will advance community members’ vision for healthy lives.

[If selected “Environmental Public Health”] How do your proposed activities include designing and/or delivering climate and health curricula?

2) Describe the population(s) you intend to serve, how long you have worked with that population and your relationship with this community/communities.

[If selected “Commercial Tobacco Prevention” and organization is not culturally specific or a racial justice-focused organization working with Black, Indigenous, American Indian, Alaska Native, Latino/a/x, Pacific Islander and/or Asian communities] Please describe how you will lead with race and how you work with an intersectional lens. If you are applying to work with a population that is not the primary population you have traditionally worked with, please describe how you have demonstrated success working with the proposed impacted population(s).

3) Describe the composition of your project staff and decision-making body (staff, volunteers) and how these reflect the communities you are proposing to work with. Also indicate your staff who are community health workers

(CHWs), Traditional Health Workers (THWs), and health care interpreters (HCIs) and your anticipated hires with this expertise.

[If selected "Overdose Prevention"] Your present staff who are peers with lived experience of mental health issues and/or substance use disorder.

4) Describe your partners for proposed activities and the specific role each will play. Include the collaborative and decision-making structure for partners. Partners could include other community-based organizations, local public health authorities, schools and school districts, or partners in other sectors.

[If selected "Adolescent and School Health"] What schools/school districts will you serve and partner with?

[If selected "ScreenWise"] What clinical partners or health systems will you work or partner with?

5) Describe how communities you serve will continuously guide and shape this work over the project's life cycle. Include how you will address challenges, conflicts and/or power dynamics.

6) Describe the outcomes you are expecting. Describe the type of results you are expecting.

7) What kind of support would your organization need to carry out proposed activities?

Applicant Information Part 3

Applicants must submit a line-item budget and high-level justification using the template in Attachment #3.

As you complete the Proposed Budget, consider budget items and justifications such as staff time, funding for food, childcare for community conversations, contractor/facilitator, advertising for social media, gift cards for community members to participate, etc. Also encourage payment of a living wage (at least \$15.00 per hour) and a cost-of-living adjustment for year 2.

Everyone has a right to know about and use Oregon Health Authority (OHA) programs and services. OHA provides free help. Some examples of the free help OHA can provide are:

- Sign language and spoken language interpreters
- Written materials in other languages
- Braille
- Large print
- Audio and other formats

If you need help or have questions, please contact Dolly England at 503-951-1760, 711 TTY or community.publichealth@dhs.oh.state.or.us.

Attachment #2 Budget and Narrative Worksheet

Part 3: Budget and Narrative

Please complete a line-item budget and high-level justification using the template Attachment #2. Be sure to include, if needed:

- Resources for capacity building to strengthen organizational infrastructure, fiscal and human resources management in addition to program implementation.
- Funds for staff to participate in the learning community (assume one meeting per month, with ability to attend virtually) (applies only to applicants proposing projects for Commercial Tobacco Prevention).
- Costs for staff time. We encourage payment of a living wage (at least \$15 per hour) and a cost-of-living adjustment for year 2.
- Funding for telephone, computer, financial equipment, purchase of new commercial general liability insurance (if applicable) needed for the work (include these in your startup costs).
- Budget, if needed, for food, child care for community conversations, contractor/facilitator, advertising for social media, gift cards for community members to participate, etc.

You can propose multiple projects in different program areas for funding. If you do, you may submit one combined budget showing all projects, or you may submit separate budget tabs or worksheets for each project you are proposing. You do not need to show how your budget(s) should be allocated across program areas for funding. You propose the work you want to do; OHA will figure out the appropriate funding sources, based on available funds. Our intention is to make this as easy as possible for you to complete.

(Go to next page)

Timeframe: 03/01/22-06/30/23

	Agency:						
	Fiscal Contact:						
	E-mail address:						
	Phone Number:		Fax Number:				
Budget Categories	Description					Total	
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	
	1				18	\$	
	2				18	\$	
	3				18	\$	
	4				18	\$	
	TOTAL SALARY					\$	\$
	Narrative:						

(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe	
	1	0.00			=	\$	
	2	0.00			=	\$	
	3	0.00			=	\$	
	4	0.00			=	\$	
	TOTAL FRINGE						\$
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$	
	Narrative:						
(4) Office Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$	\$
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.						
		In state	Out Of State			Subtotal	
	Narrative:						
	Per Diem:					\$0	
	Hotel:					\$0	\$

	Air fare:					\$0		
	Reg. fees:					\$0		
	Other:					\$0		
	Mileage:	Miles: 0	X	.56	per mile	\$0		
(6) Other (food, gift cards for participants, etc.)	Please list and include very brief description							
						\$0		
						\$0		
						\$0		
						\$0		
						\$0	\$	
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.							
						\$0		
						\$0	\$	
(8) Total Direct Costs	(Sum of 1 through 7)							\$
(9) Cost Allocation and Indirect Rate	Indirect @		0.00%			\$0	\$	

(10) TOTALS	(Sum of 8 & 9)	\$
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*** Attach additional Narrative on a separate sheet if necessary**

Attachment #3 Grant Agreement Form

Grant Agreement Number 000000

STATE OF OREGON GRANT AGREEMENT

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

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

Recipient Legal Entity Name
d.b.a. Facility or Assumed Name
Address
Address
Attention: (required)
Telephone: (required)
Fax: (optional)
E-mail address: (required)

hereinafter referred to as "Recipient."

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

Name of OHA Office, Program, etc.
Address
Address
Agreement Administrator: (Insert Name) or delegate
Telephone: (Insert)
Fax: (Insert)
E-mail address: (Insert)

Recitals (not standard practice but available as an option)

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **[insert start date]**, whichever date is later. Unless

extended or terminated earlier in accordance with its terms, this Agreement shall expire on **[insert end date]**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Subcontractor Provisions *(optional – may be removed)*
- (8) **Exhibit F: Information Required by 2 CFR 200.331(a)(1)**

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

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

3. Grant Disbursement Generally.

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

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

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

[REDACTED]

5. Recipient Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS):

Street address: _____
City, state, zip code: _____
Email address: _____
Telephone: _____
Facsimile: _____

Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1)?
(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required in Exhibit C.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Other #1 (list type of coverage and Company): _____

Policy #: _____ Expiration Date: _____

Other #2 (list type of coverage and Company): _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box): YES NO
If YES, provide the following information:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding;and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

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

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

Recipient Name

By:

Authorized Signature	Printed Name
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Department of Justice	Date
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Enter name of any other required Signatures: *(remove if not needed)*

Authorized Signature	Printed Name
----------------------	--------------

Title

Date

EXHIBIT A

**Part 1
Program Description**

Detail the activities that describe the Recipient's Program to be supported under this Grant Agreement. Do not use terms like work to be provided, services to be completed or performed, or deliverables, which are terms customarily associated with contracting for services. This may include:

1. **Desired outcomes**
2. **Description of allowable activities and any restrictions that may apply**
3. **Reporting Requirements**
4. **Performance expectations**
5. **Grant milestones**

EXHIBIT A

Part 2
Payment and Financial Reporting

1. Expenditure of Grant Funds.

EXHIBIT A

Part 3
Special Terms and Conditions

1. HIPAA Compliance. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Recipient shall be liable to OHA and shall indemnify OHA for any and all costs incurred by OHA, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law, as a result of Recipient's "Breach of Unsecured Protected Health Information."

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

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

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

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. Grant Funds; Payments.

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

5. Recovery of Overpayments.

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

6. Ownership of Work Product. Reserved.

7. Indemnity.

RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING

ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. Default; Remedies; Termination.

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
 - (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 8.e.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient; initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (3) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.
 - (4) These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).
- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. Termination.
- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.
 - (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
 - (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.
 - (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

9. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. Records Maintenance, Access.

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

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

11. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information

Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. Assignment of Agreement, Successors in Interest.

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

13. Resolution of Disputes.

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

14. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. No Third Party Beneficiaries.

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

16. Severability.

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

17. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such

other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

18. Headings.

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

19. Amendments; Waiver; Consent.

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

20. Merger Clause.

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

EXHIBIT C

Insurance Requirements

To complete a risk assessment and access the insurance requirement templates,

go to the DAS Risk website at: <http://www.oregon.gov/das/Risk/Pages/CntrctrInsReq.aspx>

EXHIBIT D

Federal Terms and Conditions

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

1. Miscellaneous Federal Provisions.

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

2. Equal Employment Opportunity.

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

3. Clean Air, Clean Water, EPA Regulations.

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

4. Energy Efficiency.

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

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policy making and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

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

7. Audits.

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension.

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

9. Pro-Children Act.

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

10. Medicaid Services.

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

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of

the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

11. Agency-based Voter Registration.

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

12. Disclosure.

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

13. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to

these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

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

14. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E

Subcontractor Provisions

EXHIBIT F

Information Required by 2 CFR § 200.331(a)(1)*