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## **The State of Oregon**

### **Department of Human Services Seniors and People With Disabilities**

#### **Issues the Following**

## **REQUEST FOR GRANT APPLICATIONS**

### **For**

## **Oregon Lifespan Respite Care Program**

### **RFGA #2439**

Date of Issuance: March 21, 2007  
Applications Due by: April 12, 2007 at 2:00 P.M.,  
at the issuing office.

Postmarks and faxes will not be considered.

Issuing Office: Contracts and Procurement

William A. Molloy, Contract Specialist

500 Summer St NE E-03

Salem, OR 97303

Phone: 503-945-5656

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## **SECTION 1 / PURPOSE/OVERVIEW**

### **1.1 Purpose of this Request for Grant Application (RFGA)**

The State of Oregon, Department of Human Services (DHS), Seniors and People with Disabilities (SPD) is requesting Grant Applicants to perform the following:

- A. Develop and maintain a point of contact for access to lifespan respite care services within a designated geographical area;
- B. Develop and maintain a mechanism to recruit and screen potential respite providers and volunteers;
- C. Identify local training resources and coordinate respite training opportunities for caregivers, respite providers, and families.
- D. Publicize the lifespan respite care program phone number and address.

### **1.2 Overview**

Respite care is temporary, short-term care for an individual with special needs, such as:

- Developmental and physical disabilities
- Mental illnesses
- Emotional and behavioral disorders
- Chronic illness
- Alzheimer's Disease and related disorders
- Medical fragility
- Those at risk of abuse and neglect

The Oregon Lifespan Respite Care Program is a community-based system of respite networks that provide easy access to respite care services for any family regardless of age, income, or special need. Traditionally, respite services in Oregon have targeted specific populations, each with its own eligibility criteria. The system has been fragmented and difficult for families to navigate. Through this solicitation, Oregon is taking steps to ensure that respite care services are available to all families and individuals regardless of age, income, race, ethnicity, special need or situation.

The purpose of this solicitation is to identify and select local entities to act as the

central point of contact for families and caregivers seeking respite and related services. Lifespan respite care services include recruitment and training of paid and volunteer providers, matching families and providers together, coordinating local trainings, and linking families with payment resources.

Lifespan Respite Networks are to be driven by a local respite partnership with members representing families, providers, state and federal agencies, faith communities, health services, non-profit organizations, businesses and social groups. Therefore, preference will be given to organizations that exhibit the capacity to develop and maintain strong community collaboration, communication and coordination.

## **SECTION 2 / STATEMENT OF WORK**

The Department is requesting Grant Applications that address the four (4) Minimum Program Components listed below. The Department's intent, through this solicitation, is to cover all 36 counties of the State of Oregon with the services described in this solicitation. Applicants may be governmental or non-governmental organizations. A grant applicant may propose to serve one county or multiple counties. This choice must be specifically set forth in Attachment 4 and the body of the Application. The estimated funding available by county is set forth in Attachment 5.

### **2.1 The Department will provide:**

- A. Program orientation to the Grantee; this orientation may occur through on-site meetings and through telephone and conference call contacts.
- B. Technical assistance related to program implementation.
- C. Performance monitoring of the Grantee through quarterly reports, annual work plans, site visits, and performance reviews.

Successful applicants will receive grant funding, technical assistance and respite resource coordination from DHS for the period of July 1, 2007 through June 30, 2009. Funding for the second year of the grant period, July 1, 2008 through June 30, 2009, may be adjusted based on the availability of funding. Opportunities for grant renewal for up to a total of five (5) state fiscal years will be based on program performance and available funding.

**2.2 Minimum Program Components.** The Lifespan Respite Program included in Applicant's Application must include, at a minimum, the components described in this Section.

**2.2.1 Access point of contact for lifespan respite services:**

Provide information, referral and assistance to families to access community respite services.

**2.2.2 Recruit and screen potential respite providers:**

Identify, recruit and screen individuals interested in providing respite care services across age and need categories. Maintain provider lists.

**2.2.3 Establish training resources and coordinate training opportunities for caregivers, respite providers, and families:**

Coordinate access to training and maintain on-going information on community respite care trainings.

**2.2.4 Promote Community involvement:**

Collaborate with other respite care services in your community.  
Engage in public awareness and media activities to increase understanding of respite care roles, needs and resources.

**2.3 All Grant Agreements will include the following expectations:**

- Be driven by a geographically centered and diverse Lifespan Leadership Council, 51% family caregivers.
- Serve all age groups & special needs categories.
- Use the Lifespan name and logo on written materials.
- Publish the network phone number.
- Designate a Lifespan Network coordinator to provide respite resource development and coordination.
- Attend Lifespan Network coordinators' meetings annually.

Submit required program reports and budgets on a quarterly basis.  
Identify network goals, outcomes and strategies in one-year workplans.  
Generate at least a 25% match of Lifespan funds received from other funding sources.

## **2.4 Optional Components:**

Identify gaps in respite care options and support the development of new resources.  
Grant writing and other fund development activities to support respite care.

## **SECTION 3 / QUALIFICATIONS**

**3.1 Legal Entity Status.** Applicants must be legally qualified to conduct business in Oregon. Applicants will identify their legal entity status, e.g., corporation; professional corporation; partnership; sole proprietorship; limited liability company; public agency etc. in their Application.

**3.2 Experience.** Applicants must show a minimum of three years experience in providing social service support to one of the target populations identified in Section 1.2, Overview, above.

**3.3 Insurance.** Applicants must have the following insurance coverage minimums:

3.3.1 General liability- \$500,000.00

3.3.2 Automobile liability- Oregon Financial responsibility law minimums.  
(ORS 806.060).

## **SECTION 4 / APPLICATION REQUIREMENTS AND EVALUATION**

### **4.1 General Information**

Applications should be written in a manner that the Applicant believes will best convey its understanding of the RFGA and its readiness to implement the Lifespan Respite Program. DHS will conduct a comprehensive, fair and impartial evaluation of the Applications received in response to this RFGA. A review panel selected by DHS will evaluate the Applications received in response to this RFGA. The review panel will

select the Application that best meets the Application requirements for the specific geographic area involved.

Applications will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFGA. Only those Applications that include complete information as required by this RFGA will be considered for evaluation. Evaluations will be by geographical area between Applicants.

Applications must conform with the following requirements:

- 4.1.1. A signed original and five-six (6) copies of the Application must be submitted.
- 4.1.2. Applications must be submitted using only 8 ½" x 11" paper, and be typed but without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Application;
- 4.1.3. The Application must:  
**Not exceed ten (10) pages** and be in 14 font double-spaced, excluding any letters of support; and  
Be organized in sections labeled and numbered to correspond with each section of instructions for the Technical Application, below.
- 4.1.4 Submissions in response to this RFGA must be in the form of a Application Package containing the Application and all required supporting information and documents, and must be contained in a sealed envelope addressed to the Contract Specialist indicated in section 5, and clearly marked "**APPLICATION TO RFGA #2439.**"
- 4.1.5 Applications must address all Application and submission requirements set forth in this RFGA, and must describe how the services will be provided. Applications that merely offer to provide services as stated in this RFGA will be considered non-responsive to this RFGA and will not be considered further.

## 4.2 Minimum Administrative Requirements (Pass/Fail)

At a minimum, responses to this RFGA must meet the following minimum requirements. The review panel will review the Applications received in response to this RFGA to determine if the Applications are complete. Applicant's failure to comply

with the instructions or to submit a complete Application will result in it being deemed non-responsive and it will be rejected without further consideration.

**4.2.1** Applicant shall complete the Application Cover Page with the Assurances (Attachment 1), which must be signed by the representative authorized to bind the Applicant.

**4.2.2** Documentation of all of Applicant's minimum qualifications set forth in Section 3.

**4.2.3** Applicant must provide at least three (3) current references that address the Applicant's experience relative to section 3.2, above. Applicant must provide telephone numbers, addresses and e-mail addresses (if applicable) for each reference.

**4.2.4** Minimum Program Components. The Application submitted must address each of the Minimum Program Components in Section 2.2.

### **4.3 Technical Requirements (Scored Criteria)**

Applicants' Technical Applications will be scored according to how well the Applicant responded to each of these requirements.

A maximum of **115 points** are possible for the Technical Application including any Bonus Points. Points shall be awarded based on:

**4.3.1.** How Applicant will serve as the central point of contact for the Lifespan Respite Care Network services in County(ies). Specifically, how will Applicant:

- a. Provide information, referral and assistance to families to access community respite services;
- b. Identify, recruit and screen individuals interested in providing respite care services across age and need categories;
- c. Ensure that a list of community respite providers is available to families;
- d. Coordinate access to training and maintain information on community respite care training' and
- e. Collaborate with community partners (include names, addresses and telephone numbers of community partners participating in the development and implementation of the lifespan respite care program representing children, adults, seniors, and individuals with special needs) to increase access to respite services.

## **40 Points**

**4.3.2.** Applicant shall submit a description of how it will provide Lifespan Respite Program services.

The program must include all of the minimum program components described in Section 2.2. The description of the proposed program must include specific examples relevant to the minimum program components and Applicant shall provide as much detail as relevant about what groups Applicant plans to work with, past experience, and already established partnerships Applicant will build upon. The proposed program shall demonstrate how progress on each of the activities described in Section 2.1-2.4 will progress on a quarterly basis over the course of the 12 months. Applicant shall include in the proposed program details about partners, resources, staffing and strategies to be used each quarter to implement the proposed activities and reach the proposed outcomes.

## **35 Points**

**4.3.3** Evaluation and Scoring of the Budget Application

A maximum of **10 points** are possible for the Budget Application portion of the Application. Points shall be awarded based on an evaluation of these factors:

4.3.3.1 Budget line items adequately support key program elements.

4.3.3.2 Administrative costs are reasonable and well-justified.

**4.3.4. Collaboration with partners:**

A maximum of **25 points** will be awarded for the partner collaboration portion of the Application, The Applicant must effectively describe collaboration with Local Partners. Letters of support must be attached to each Application.

**4.3.5. Bonus Points**

A maximum of **5 points** may be awarded for Applicants who offer to provide services identified in Section **2.4 Optional Components** as restated below.

Identify gaps in respite care options and support the development of new resources.  
Grant writing and other fund development activities to support respite care.

#### **4.5 Final Selection and Award**

DHS will notify all Applicants of their selection status. The Department will enter into negotiations with the highest ranking Applicant over the terms of a Grant Contract. Any grant awarded under this RFGA will be on terms substantially similar those set forth in the sample Grant Contract attached to this RFGA as Attachment 3. The Department may choose to not award a Grant Contract to any Applicant solely at its option. If all Applications are rejected, Applicants will be promptly notified.

#### **4.6 Disqualification**

Any attempt by a Applicant to influence a member of the evaluation committee during the Application review and evaluation process will result in the elimination of that Applicant's Application from consideration.

### **SECTION 5 / General Information**

#### **5.1 Schedule**

Timeline for RFGA and Application Submission:

RFGA opens	March 21, 2007
RFGA questions due	March 28, 2007, 2:00 PM
RFGA answers posted	April 3, 2007
RFGA closes. Applications due	April 12, 2007 at 2:00PM
Estimated grant start date	July 1, 2007
Initial Grant end date	June 30, 2009

#### **5.2 General Information**

The original Applications and all copies shall be contained in a sealed envelope with the Applicant's name and contact information, and addressed to the Contract Specialist and delivered to the address as shown in Section 6.3 below and clearly marked "**APPLICATION TO RFGA #2439**". Applications shall address the entire Application and submission requirements set forth in this RFGA, and shall

describe how the Applicant's proposed program will be implemented. Applications which merely offer to provide services as stated in this RFGA will be considered non-responsive to this RFGA and will not be considered further, except that Department reserves the right to waive any minor informalities.

Applications will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFGA as described above. Only those Applications that include complete information, as required by this RFGA, will be considered for evaluation.

### **5.3 Closing Date for Submittal of Applications**

**The Contracts and Procurement Unit must receive Applications, no later than 2:00 p.m., local time, on April 12, 2007 at the address listed on the front page of this RFGA.** Applications received after closing date and time are late and will not be accepted. Postmarks will not be considered. Please address Applications to the attention of William A. Molloy, Contract Specialist.

### **5.4 Questions Relating to This RFGA**

Applicants may submit questions to the Contract Specialist. Questions regarding any provision of this RFGA, including specifications or Contract terms and conditions, must be submitted in writing (mail, fax or email) by the date and time listed above. Substantive questions and answers will be posted on the Oregon Procurement Information Network (ORPIN) Web Site located at:

<http://orpin.oregon.gov/open.dll/welcome>

and when appropriate, revisions, substitutions, or clarifications will be issued as addenda. All answers to questions and addenda will be posted on the Web Site above.

### **5.5 Reservation of Department Rights**

Department reserves all rights regarding this RFGA, including, without limitation, the right to:

**5.5.1** amend or cancel this RFGA without liability if it is in the best interest of

the agency to do so;

**5.5.2** reject any and all Applications received by reason of this RFGA upon finding that it is in the best interest of the agency to do so;

**5.5.3** waive any minor informality;

**5.5.4** seek clarification of each Application;

**5.5.5** reject any Application that fails to substantially comply with all prescribed RFGA procedures and requirements;

**5.5.6** negotiate the final program description within the general program description described in this RFGA and to negotiate the budget;

**5.5.7** amend or extend the term of any Grant Contract that is a result of this RFGA;

**5.5.8** engage Grantees by selection or procurement for different or additional services independent of this RFGA process and/or any contracts/agreements entered into pursuant hereto;

## **5.6 RFGA Amendments**

Any interpretation, correction or change to this RFGA will be made by written addendum and posted on the ORPIN Website. Interpretations, corrections or changes to this RFGA made in any other manner will not be binding, and Applicants shall not rely upon such interpretations, corrections or changes.

## **5.7 Protest of RFGA**

A prospective Applicant may submit a protest of this RFGA no later than seven (7) calendar days prior to the close of the RFGA. Protests will be handled as set forth in OAR 125-247-0730. The protest shall contain the following:

- (a) Sufficient information to identify the solicitation that is the subject of the protest;
- (b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally

- flawed or improperly specifies a brand name;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) The relief sought to include the desired changes which the Applicant believes will remedy the conditions upon which the protest is based.

## **5.8 Award Notice**

The apparent successful Applicants shall be notified in writing and Department will set the time lines for Grant Agreement negotiation.

## **5.8 Protest of Award**

Every Applicant shall be notified of its selection status. An Applicant shall have seven (7) calendar days after the date of the notice of intent to award to submit a protest to DHS in writing, as set forth in OAR 125-247-0740, and shall specify the grounds for the protest , if:

- (a) The Applicant is adversely affected because the Applicant would be eligible to be awarded the grant contract in the event that the protest were successful; **and**
- (b) The reason for the protest is that:
  - (1) All higher ranked Applications are nonresponsive;
  - (2) DHS has failed to conduct the evaluation of Applications in accordance with the criteria or processes described in the RFGA;
  - (3) DHS has abused its discretion in rejecting the protestor's Application as nonresponsive.

## **5.9 Withdrawal**

If an Applicant wishes to withdraw a submitted Application, it must be withdrawn prior to the Application due date. A written request to withdraw shall be signed by the Applicant and submitted to the name and address specified in Section 5.3, above.

## **5.10 Release of Information**

No information shall be given to any Applicant (or any other individual) relative to their standing with other Applicants during the RFGA process.

## **5.11 Public Information**

All non-exempt portions of Applications will be available for public inspection at the conclusion of the RFGA process. Any person may request copies of public information. Requests for copies of public information shall be in writing. Fees will be assessed, per DHS Administrative Rule and the Department's Contracts and Procurement Unit must receive payment before copies will be delivered to the requestor. If any part of an Application or protest is considered a trade secret, the Applicant shall clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.501(2) and 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

## **5.12 Cost of Applications**

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

## **5.13 Recyclable Materials**

For the purpose of this RFGA Applicants are considered Vendors. Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this document. Vendor must also comply with OAR 125-247-0260(2)(d) as follows:

Applicable Preferences described in ORS 279A.120, 279A.125(2) and 282.210:

Preference for Oregon Supplies and Services, pursuant to ORS 279A.120 and OAR 125-246-0300 and 125-246-0310;

Preference for recycled materials, pursuant to ORS 279A.125 and OAR 125-246-0320 through 125-246-0324; and

Performance with the State of public printing, binding and stationery Work, pursuant to ORS 282.210.

## **5.14 Grant Period**

The Grant funds will be awarded for program implementation through **June 30, 2009**. If Department determines that the program was implemented satisfactorily during this initial period, Department may at its option, offer additional grant funds to Grantee to support continued operation of the program. The offers of additional funds may be made periodically and may, with out the necessity of conducting another RFGA or grant application process, result in grant support under this RFGA for Grantee's program for a total of five (5) state fiscal years. The Department may implement the award of additional grant funds to Grantee for the program by written amendment to the original Grant Contract or through execution of new Grant Contract(s), at the Department's discretion.

## **5.15 Contractual Obligation**

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

## **5.16 Grant Documents**

As a condition to the award of the grant, the Selected Grantee will be required to enter into a Grant Contract with the Department substantially in the form of Attachment 3. Changes or modifications to the federal terms and conditions regarding use of grant funds may occur in the form of legislation and or administrative rules or orders during the term of the Grant Contract. If such changes or modifications occur, Department will offer to amend the Grant Contract consistent with those changes or modifications. If the Grantee declines the Department's offer to amend the Grant Contract, the Department may terminate the Grant Contract and end the grant funding.

## **5.17 Governmental and Non-Governmental Applicants**

In the event that one or more Applicants are governmental entities, any such governmental Applications will be opened and evaluated prior to consideration of any non-governmental Applications. Such evaluation will be between governmental Applicants only.

DHS will consider non-governmental Applications only if a governmental entity has not been selected after such evaluation. If a governmental entity is selected, an appropriate Intergovernmental Grant Agreement will be negotiated between the parties in lieu of the Sample referenced elsewhere in this RGFP.

**ATTACHMENT 1 - Application Cover Sheet**  
**Applicant Information**

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Federal  
 Tax ID# \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Applicant in any negotiations and sign any Personal Services Contract that may result:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Provide at least three references with telephone numbers** (please verify numbers).  
 References must be able to verify the quality of your previous work in the proposed area of work.

<p><i>REFERENCE No. 1:</i>  <i>Organization Name:</i> _____</p> <p><i>Contact Person:</i> _____</p> <p><i>Project Title:</i> _____</p>	<p><i>Telephone:</i> _____</p> <p><i>Fax:</i> _____</p> <p><i>Email:</i> _____</p>
<p><i>REFERENCE No. 2:</i>  <i>Organization Name:</i> _____</p> <p><i>Contact Person:</i> _____</p> <p><i>Project Title:</i> _____</p>	<p><i>Telephone:</i> _____</p> <p><i>Fax:</i> _____</p> <p><i>Email:</i> _____</p>
<p><i>REFERENCE No. 3:</i>  <i>Organization Name:</i> _____</p>	<p><i>Telephone:</i> _____</p>

<i>Contact Person:</i> _____	<i>Fax:</i> _____
<i>Project Title:</i> _____	<i>Email:</i> _____

By signing this page and submitting a Application, the official certifies that the following statements are true:

1. No attempt has been made or will be made by the Applicant to induce any other person or organization to submit or not submit an Application.
2. 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 or 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.
3. Information and costs included in this Application shall remain valid for sixty (60) days after the Application due date or until a contract is approved, whichever comes first.
4. The Contractor will be required to complete a Grant Agreement (**as shown in the Sample Attachment 2 of this RFGA**).
5. The statements contained in this Application are true and complete to the best of the Applicant's knowledge and accepts as a condition of the contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.\
6. The Applicant acknowledges receipt of all addenda issued under this RFGA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Official Authorized to Bind Applicant)

\*\*\* THESE PAGES MUST BE THE TOP PAGES OF THE APPLICATION \*\*\*

**Attachment 2 – Budget Application**

**Oregon Department of Human Services - RFGA 2439  
Oregon Lifespan Respite Care Program**

Revenue/Income	State	Federal	Local/Private	Total
Fund Source				
Lifespan Respite				
Grants (specify)				
Fund Raising/Donations				
Other Contracts (specify)				
Other (specify)				
<b>Total</b>	-	-	-	

Expenditures	Lifespan Respite	Cash Match	In-kind Match	Total
Personnel (wages & ope)				
Rent				
Services & Supplies				
Equipment				
Travel				
Printing & Postage				
Respite Services/Stipends				
Other (specify)				
<b>Total</b>	-	-	-	

Program Match Share = #DIV/0!

Revenue vs Expenditures Variance = \$-



## **Attachment 3 – Sample Grant Contract**

### **Oregon Department of Human Services - RFGA 2439 Oregon Lifespan Respite Care Program**

Grant Agreement #

#### **STATE of OREGON GRANT AGREEMENT**

This Grant is between the State of Oregon acting by and through its Department of Human Services, Office of the Director, hereinafter referred to as the “DEPARTMENT,” and \_\_\_\_\_, hereinafter referred to as "PROJECT."

#### **I. EFFECTIVE DATE and DURATION**

This Grant begins upon execution of final signatures on this document and ends June 30, 200 , unless otherwise terminated or extended in writing. The DEPARTMENT support for this project for each Fiscal Year is contingent upon service delivery, performance outcomes, and legislative appropriation.

#### **II. PURPOSE**

The Oregon Lifespan Respite Care Program is a community-based system of respite networks that provide easy access to respite care services for any family regardless of age, income, or special need. Traditionally, respite services in Oregon have targeted specific populations, each with its own eligibility criteria. The system has been fragmented and difficult for families to navigate. Through this grant, Oregon is taking steps to ensure that respite care services are available to all families and individuals regardless of age, income, race, ethnicity, special need or situation.

Lifespan respite care services include recruitment and training of paid and volunteer providers, matching families and providers together, coordinating local trainings, and

linking families with payment resources. Lifespan Respite Networks are to be driven by a local respite partnership with members representing families, providers, state and federal agencies, faith communities, health services, non-profit organizations, businesses and social groups. Therefore, preference will be given to organizations that exhibit the capacity to develop and maintain strong community collaboration, communication and coordination.

### III. STATEMENT of WORK

The Statement of Work is contained in Exhibit A, attached and incorporated by reference into this grant. PROJECT agrees to perform the work in accordance with the terms and conditions of this grant.

### IV. CONSIDERATION

- A. Payment for all work performed during the term of this grant shall not exceed the maximum sum of \$0.00. The total sum of \$0.00 shall be forwarded to PROJECT each quarter following execution of this Grant and the DEPARTMENT's receipt of an invoice from the PROJECT. PROJECT must demonstrate a 25% local match of funds. Funding for each Fiscal Year is contingent upon approval of further local and State funding.
- B. The DEPARTMENT will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Grant, the amendment must be fully effective before PROJECT performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Grant. This Grant will not be amended after the expiration date.

- V. TRAVEL and PER DIEM: No travel or other expenses shall be paid in addition to the amount as shown above.

### VI. GRANT in its ENTIRETY

This grant consists of this document and includes the following listed exhibits which are incorporated into this grant by reference:

- A. Exhibit A: Statement of Work
- B. Exhibit B: General Provisions

There are no other grant documents unless specifically referenced and incorporated in the grant.

**VII. MERGER CLAUSE; WAIVER**

This grant and attached exhibits constitute the entire Grant between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this grant. No waiver, consent, modification or change of terms of this grant shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the DEPARTMENT to enforce any provision of this grant shall not constitute a waiver by the DEPARTMENT of that or any other provision.

PROJECT, BY EXECUTION of THIS GRANT, HEREBY ACKNOWLEDGES THAT PROJECT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**VIII. PROJECT DATA and CERTIFICATION; SIGNATURES**

Name (exactly as filed with the IRS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

Corporation (*completion of Exhibit "C" is not required for Corporations*)

Professional Corporation  Partnership  Sole Proprietorship

Limited Liability Company  Limited Partnership  Limited Liability Partnership

Federal Tax ID#: \_\_\_\_\_ -OR- SSN: \_\_\_\_\_

Above Payment information must be provided prior to grant approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject PROJECT to 31 percent backup withholding.

Certification: The individual signing on behalf of PROJECT hereby certifies and swears under penalty of perjury: (a) the number shown on this form is PROJECT’s correct taxpayer identification; (b) PROJECT is not subject to backup withholding because (i) PROJECT is exempt from backup withholding, (ii) PROJECT has not been notified by the IRS that PROJECT is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified PROJECT that PROJECT is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of PROJECT, s/he has authority and knowledge regarding PROJECT’s payment of taxes, and to the best of her/his knowledge, PROJECT is not in violation of any Oregon tax laws as defined in OAR 150-305.385, printed in Exhibit B, paragraph 12 of this grant; (d) PROJECT is an independent contractor as defined in ORS 670.600; and (e) the above PROJECT data is true and accurate.

**PROJECTS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

**IX. APPROVALS:**

\_\_\_\_\_  
PROJECT Date

\_\_\_\_\_  
Department of Human Services Date

APPROVED as to LEGAL SUFFICIENCY

\_\_\_\_\_  
Oregon Department of Justice Date

Reviewed by:

---

**Date**

---

The DEPARTMENT Contracts Unit                      Date

**EXHIBIT A**

STATEMENT of WORK

**I. RESPONSIBILITIES:**

**A. PROJECT shall:**

- 1) Commit to the desired goals and outcomes of the project and work toward meeting those objectives as stated in Section II Purpose.
- 2) Provide leadership and support as necessary to accomplish the goals and outcomes of the project.
- 3) Assist in the operation, oversight, and evaluation of the Lifespan Respite activities.

**B. PROJECT agrees to:**

1. Serve as the central point of contact for Lifespan Respite Care Network services in County(ies) and shall:
  - a. Provide information, referral and assistance to families to access community respite services;
  - b. Identify, recruit and screen individuals interested in providing respite care services across age and need categories;
  - c. Ensure that a list of community respite providers is available to families;
  - d. Coordinate access to training and maintain information on community respite care training; and
  - e. Collaborate with community partners to increase access to respite services.

2. Maintain an advisory committee to advise the community lifespan respite care program on how the program may best serve the needs of families and caregivers of individuals with special needs.
3. As resources are available the Project may:
  - a. Recruit respite mentors and volunteers to provide supports to families;
  - b. Coordinate with community partners to identify gaps in respite care services and support development of new resources;
  - c. Develop and implement respite care orientation training;
  - d. Engage in public awareness and media activities to increase understanding of respite care roles, needs and resources; and
  - e. Conduct development activities to access additional program resources supporting community respite care.
4. Generate at least a 25% match of Lifespan funds received from other sources for the term of this grant.

C. PROJECT Reporting:

1. Develop and utilize a work plan that outlines the Lifespan Respite Care Network's goals, strategies, and desired outcomes. The work plan will be submitted annually to THE DEPARTMENT on or before July 31 of each year under this grant.
2. Submit quarterly project reports, in a format approved by the DEPARTMENT, to the DEPARTMENT on or before –
  - a. October 30<sup>th</sup>,
  - b. January 31<sup>st</sup>,
  - c. April 30<sup>th</sup>, and
  - d. July 31<sup>st</sup>.
3. Provide a final expenditure report with the year end project report by July 31, detailing actual expenditures for the PROJECT.

D. PROJECT Payment:

1. At the beginning of each quarter, the PROJECT shall submit an invoice to the DEPARTMENT requesting one quarter of the annual grant allocation for payment.
2. If the PROJECT fails to submit required reports in a timely manner, as detailed in Exhibit A I.C., the DEPARTMENT may hold payment to the PROJECT until past due reports are submitted.

**EXHIBIT B**  
**GENERAL PROVISIONS**

1. Independent Contractor; Responsibility for Taxes and Withholding
  - a. PROJECT shall perform all required Work as an independent Contractor. Although the DEPARTMENT reserves the right to (1) determine (and modify) the delivery schedule for the Work to be performed and (2) evaluate the quality of the completed performance, the DEPARTMENT cannot and will not control the means or manner of PROJECT's performance. PROJECT is responsible for determining the appropriate means and manner of performing the Work.
  - b. If the PROJECT is currently performing work for the State of Oregon or the federal government, PROJECT by signature to this contract declares and certifies that: PROJECT's Work to be performed under this contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of PROJECT's employing agency (state or federal) would prohibit PROJECT's Work under this contract. PROJECT is not an "officer," "employee," or "agent" of the DEPARTMENT, as terms are used in ORS 30.265.
  - c. PROJECT shall be responsible for all federal or state taxes applicable to compensation or payments paid to PROJECT under this contract and, unless PROJECT is subject to backup withholding, the DEPARTMENT will not withhold from such compensation or payments any amount(s) to cover PROJECT's federal or state tax obligations. PROJECT is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to PROJECT under this contract, except as a self-employed individual.
2. Subcontracts and Assignment; Successors in Interest
  - a. PROJECT shall not enter into any subcontracts for any of the Work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the DEPARTMENT. In addition to any other provisions the DEPARTMENT may require, PROJECT shall include in any permitted subcontracts under this contract a

requirement that the subcontractor be bound by Sections 2, 6, 7, 11, and 13 of this exhibit as if the subcontractor were the PROJECT. The DEPARTMENT's consent to any subcontract shall not relieve PROJECT of any of its duties or obligations under this contract.

b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

3. **No Third Party Beneficiaries.** The DEPARTMENT and PROJECT are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. **Funds Available and Authorized; Payments**

a. PROJECT shall not be compensated for Work performed under this contract by any other agency or department of the State of Oregon. The DEPARTMENT has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the DEPARTMENT's biennial appropriation or limitation. PROJECT understands and agrees that the DEPARTMENT's payment of amounts under this contract attributable to Work performed after the last day of the current biennium is contingent on the DEPARTMENT receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the DEPARTMENT, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract.

b. The DEPARTMENT will only pay for completed work that is accepted by the DEPARTMENT.

5. **Representations and Warranties**

- a. PROJECT's Representation and Warranties: PROJECT represents and warrants to the DEPARTMENT that (1) PROJECT has the power and authority to enter into and perform this contract, (2) this contract, when executed and delivered, shall be a valid and binding obligation of PROJECT enforceable in accordance with its terms, (3) the Work under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) PROJECT shall, at all times during the term of this contract, be qualified, professionally competent and duly licensed to perform the Work, (5) all computer hardware and software delivered under this contract will, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000 and (6) any software products delivered under this contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.
- b. PROJECT's Limitation of Liability: PROJECT's liability with respect to items (5) and (6) of subsection 5a above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000 whichever is greater.
- c. Warranties Cumulative: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.6. Ownership of Work Product. All work product of PROJECT that results from this contract ("the Work Product") is the exclusive property of the DEPARTMENT. The DEPARTMENT and PROJECT intend that such Work Product be deemed "work made for hire" of which the DEPARTMENT shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," PROJECT hereby irrevocably assigns to the DEPARTMENT all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. PROJECT shall execute such further documents and instruments as the DEPARTMENT may reasonably request in order to fully vest such rights in the DEPARTMENT. PROJECT forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. Indemnity. PROJECT shall defend, save, hold harmless, and indemnify that State of Oregon and the DEPARTMENT and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of PROJECT or its officers, employees, subcontractors, or agents under this contract.
8. Insurance
  - a. During the term of this contract PROJECT shall maintain in force at its own expense, each insurance noted below:
    - (1) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
    - (2) General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Department of Human Services, and their divisions, officers and employees are Additional Insureds but only with respect to the PROJECT's services to be provided under this contract.
    - (3) Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
    - (4) Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
  - b. Notice of Cancellation or Change: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from PROJECT or its insurer(s) to

Contracts Coordinator, Oregon Department of Human Services.

- c. Certificates of Insurance: As evidence of the insurance coverages required by this contract, PROJECT shall furnish acceptable insurance certificates to Contracts Coordinator, Oregon Department of Human Services prior to commencing the Work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the State. PROJECT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## 9. Termination

- a. Parties' Right to Terminate for Convenience: This contract may be terminated at any time by mutual written consent of the parties.
- b. The DEPARTMENT's Right to Terminate for Convenience: THE DEPARTMENT may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days notice to PROJECT.
- c. The DEPARTMENT's Right to Terminate for Cause: the DEPARTMENT may terminate this contract, in whole or in part, immediately upon notice to PROJECT, or at such later date as the DEPARTMENT may establish in such notice, upon the occurrence of any of the following events:
  - (1) The DEPARTMENT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for PROJECT's Work;
  - (2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this contract is prohibited or the DEPARTMENT is prohibited from paying for such Work from the planned funding source;
  - (3) PROJECT no longer holds any license or certificate that is required to perform the Work; or

- (4) PROJECT commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, fails to perform the Work under this contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger PROJECT's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the DEPARTMENT's notice, or such longer period as the DEPARTMENT may specify in such notice.
- d. PROJECT's Right to Terminate for Cause: PROJECT may terminate this contract upon 30 days' notice to the DEPARTMENT if the DEPARTMENT fails to pay PROJECT pursuant to the terms of this contract and the DEPARTMENT fails to cure within 30 days after receipt of PROJECT's notice, or such longer period of cure as PROJECT may specify in such notice.
- e. Remedies:
- (1) In the event of termination pursuant to Sections 9a, 9b, 9c(1), 9c(2) or 9d of this exhibit, PROJECT's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the DEPARTMENT, less previous amounts paid and any claim(s) which State has against PROJECT. If previous amounts paid to PROJECT exceed the amount due to PROJECT under this Section, PROJECT shall pay any excess to the DEPARTMENT upon demand.
- (2) In the event of termination pursuant to Section 9c(3) or 9c(4) of this exhibit, the DEPARTMENT shall have any remedy available to it in law or equity. If it is determined for any reason that PROJECT was not in default under Section 9c(3) or 9c(4) of this exhibit, the rights and obligations of the parties shall be the same as if the contract was terminated pursuant to Section 9b of this exhibit.
- f. PROJECT's Tender Upon Termination: Upon receiving a notice of termination of this contract, PROJECT shall immediately cease all activities under this contract, unless the DEPARTMENT expressly directs otherwise in such notice of termination. Upon termination of this contract,

PROJECT shall deliver to the DEPARTMENT all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon the DEPARTMENT's request, PROJECT shall surrender to anyone the DEPARTMENT designates, all documents, research or objects or other tangible things needed to complete the Work.

10. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 5a OR 9e(2) OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (B) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
  
11. **Records Maintenance; Access.** PROJECT shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, PROJECT shall maintain any other records pertinent to this contract in such a manner as to clearly document PROJECT's performance. PROJECT acknowledges and agrees that the DEPARTMENT, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the PROJECT that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. PROJECT shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.
  
12. **Compliance with Applicable Law.** PROJECT shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this contract. Without limiting the generality of the foregoing, PROJECT expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all

other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The DEPARTMENT's performance under this contract is conditioned upon PROJECT's compliance with the provisions of ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

13. Foreign Contractor. If PROJECT is not domiciled in or registered to do business in the State of Oregon, PROJECT shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. PROJECT shall demonstrate its legal capacity to perform the Work under this contract in the State of Oregon prior to entering into this contract.
14. Force Majeure. Neither the DEPARTMENT nor PROJECT shall be held responsible for delay or default caused by fire, riot, forces of nature, or war where such cause was beyond the reasonable control of the DEPARTMENT or PROJECT, respectively. PROJECT shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
15. Survival. All rights and obligations shall cease upon termination or expiration of this contract, except for the rights and obligations set forth in the Contract Section I. EFFECTIVE DATE AND DURATION, and in paragraphs 5, 6, 7, 9, 10, 11, 15 and 21 of this exhibit.
16. Time is of the Essence. PROJECT agrees that time is of the essence under this contract.
17. Written Notice. All notices regarding this contract must be given to the parties in writing by personal delivery or mailing the same, postage prepaid, to the following addresses:

The DEPARTMENT: ,Contracts Specialist  
Oregon Department of Human Services  
Human Services Building  
500 Summer Street NE, E03  
Salem, OR 97301-1080  
Facsimile Number: (503)

**PROJECT:**

Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the DEPARTMENT, such facsimile transmission must be confirmed by telephone notice to the DEPARTMENT's Contract Administrator.

18. Severability. The parties agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.
19. Counterparts. This contract may be executed in several counterparts, all of which when taken together shall constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the contract so executed shall constitute an original.
20. Disclosure of Social Security Number. PROJECT must provide PROJECT's Social Security number unless PROJECT provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
21. Governing Law; Venue; Consent to Jurisdiction. This contract 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 the DEPARTMENT (and/or any other agency or department of the State of Oregon) and PROJECT that arises from or relates to this contract shall be brought and conducted solely and exclusively within the

Circuit Court of Marion County for the State of Oregon; provided, however, if the 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. PROJECT, BY THE EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendment. The terms of this contract may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This contract will not be amended after the expiration date.
23. Confidentiality of Client Information
  - a. All information as to personal facts and circumstances obtained by the PROJECT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
  - b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
  - c. The DEPARTMENT, PROJECT and any subcontractor will share information as necessary to effectively serve the DEPARTMENT clients.
24. Compliance with Applicable Federal Law. PROJECT agrees to comply with all federal laws and regulations applicable to work performed under this contract inclusive of but not limited to:
  - a. To the extent it is required to do so by law, PROJECT shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act

(PL94-163). All subcontracts shall also be in compliance with the foregoing.

- b. By signature on this contract, the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of PROJECT, 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 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.
- (2) If any funds other than federally 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, PROJECT agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned 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 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

- c. PROJECT agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Orders 11375 and 12086 and as supplemented in Department of Labor Regulation 41 CFR part 60. All subcontracts shall also comply with these provisions.
- d. If the sum payable under this contract exceeds or may exceed \$100,000, PROJECT shall provide the DEPARTMENT a written assurance that PROJECT will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7401 et.seq.), the Federal Water Pollution Control Act, as amended (33 USC 1251 et.seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). PROJECT further agrees to

promptly report all infractions to the State of Oregon, and to the Department of Health and Human Services, and to the U.S. Regional Office of the Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.

25. Federal Grant Recipients Grantees must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient and alcohol treatment.

The grantee further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

26. Year 2000 Compliance Notice. In the event PROJECT learns or has reason to believe that the DEPARTMENT's computer hardware or software environment fails to use a data format that explicitly specifies century in any date data, PROJECT shall promptly advise the DEPARTMENT of such failure.
27. Department of Justice Approval. When the contract or amendments thereto cause the contract payment to be in excess of \$75,000, the Department of Justice must approve the contract and any amendments as to Legal Sufficiency. Such approval is required before any work may begin under this contract or amendments, or the contract is not binding on the State of Oregon or the DEPARTMENT.

**Attachment 4**

**Oregon Lifespan Respite Care  
Applicant Information Sheet**

Contact person \_\_\_\_\_ phone \_\_\_\_\_

If selected:

What county/ies will the Lifespan Network serve? \_\_\_\_\_

---

Who will be the designated fiscal Agent?

Agency \_\_\_\_\_ phone \_\_\_\_\_

Address \_\_\_\_\_ fax \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_ phone \_\_\_\_\_

Who will host the Lifespan Network (if different than the fiscal agency)

Agency \_\_\_\_\_ phone \_\_\_\_\_

Address \_\_\_\_\_ fax \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_ phone \_\_\_\_\_

Respite Leadership Council Chair

Name \_\_\_\_\_ phone \_\_\_\_\_

Attachment 5  
2007- 2008  
Lifespan Respite Allocations

County	Population Estimates	% Population	Revised 07/08 Allocation
Baker	16,470	0.45%	9,940
Benton	84,125	2.28%	14,910
Clackamas	367,040	9.95%	29,820
Clatsop	37,045	1.00%	12,425
Columbia	46,965	1.27%	12,425
Coos	62,905	1.70%	14,910
Crook	24,525	0.66%	9,940
Curry	21,365	0.58%	9,940
Deschutes	152,615	4.14%	19,880
Douglas	103,815	2.81%	17,395
Gilliam	1,885	0.05%	3,728
Grant	7,630	0.21%	5,964
Harney	7,670	0.21%	5,964
Hood River	21,335	0.58%	9,940
Jackson	198,615	5.38%	19,880
Jefferson	21,410	0.58%	9,940
Josephine	81,125	2.20%	14,910
Klamath	65,455	1.77%	14,910
Lake	7,540	0.20%	5,964
Lane	339,740	9.21%	29,820
Lincoln	44,520	1.21%	12,425
Linn	108,250	2.93%	17,395
Malheur	31,725	0.86%	12,425
Marion	306,665	8.31%	29,820
Morrow	12,125	0.33%	9,940
Multnomah	701,545	19.01%	34,790
Polk	66,670	1.81%	14,910
Sherman	1,865	0.05%	3,728
Tillamook	25,530	0.69%	12,425
Umatilla	72,190	1.96%	14,910
Union	25,110	0.68%	12,425

Wallowa	7,140	0.19%	5,964
Wasco	24,070	0.65%	9,940
Washington	500,585	13.56%	34,790
Wheeler	1,565	0.04%	3,728
Yamhill	91,675	2.48%	14,910
Totals	3,690,505	100.00%	517,129