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**The State of Oregon  
Department of Human Services  
Office of Multicultural Health and Services**

**Issues the Following**

**Request for Proposals**

**for**

**Mini-Grants for Local and Regional Health Outreach and Capacity Building  
Activities and Projects**

**RFGP #3036**

Date of Issuance: March 22, 2010  
Proposals Due by: **3:00 P.M. Pacific Time, April 5, 2010** at the issuing office.  
Postmarks and faxes will not be considered.  
Proposal Public Opening: April 5, 2010, 3:15 p.m. Pacific Time, at issuing office in Room 469

Issuing Office: Contracts and Procurement  
Diana Butts, Procurement and Contracts Specialist  
500 Summer Street NE, 4<sup>th</sup> Floor, E03  
Salem, Oregon 97301-1080  
Telephone: (503) 945-6698  
Fax: (503) 373-7365

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## SECTION 1 – PURPOSE/OVERVIEW

### 1.1. Introduction

The State of Oregon, Department of Human Services, Office of Multicultural Health and Services (DHS) invites organizations to submit a proposal to participate in the Health Outreach Activities and Project Grant Program to partner with local health departments and other health service providers and with interethnic coalitions that work to improve health services and health outcomes for racial and ethnic groups facing health disparities.

DHS intends to award 10 grants: **eight awards a maximum of \$5,000 each and two awards a maximum of \$40,000.** The projected initial term of the awards is approximately April 20, 2010 through September 10, 2010, with an option to extend thereafter up to a total Agreement term of 10 years. Grant funds may be adjusted yearly based on proposed budgets and funds available. All organizations submitting Proposals are referred to as Proposers in this RFGP, after execution of an Agreement; the awarded Proposers will be designated as Grantees.

Only one application may be submitted by a single eligible entity for funding; however, an eligible entity may be a member of multiple coalitions. Entities working together as a coalition shall submit one application. Only one Grant will be awarded to a single eligible entity or to the lead agency of a coalition. All awardees must attest that they will not finance the same scope of work under more than one Grant and that they will not supplant or duplicate existing local, state or federal funding for any activities within the scope of work.

### 1.2. Background

The Oregon Office of Multi-cultural Health and Services (OMHS) serves as a leader and catalyst in helping the Oregon Department of Human Services focus attention on communities of color, Indian tribal governments, and other multicultural groups. The office works with state and local public health, and other partners to improve the health status of, and how services are provided to, the medically under-served and under-represented populations in Oregon through multi-cultural and culturally-competent approaches that influence the way in which health services are designed and delivered. OMHS also works on Affirmative Action and Diversity initiatives as well as creating and sustaining welcoming environments that are inclusive and respectful of staff, customers, and partners.

### 1.3. Overview

DHS received funding to provide grants to state level organizations to:

- Increase awareness of health disparities;
- Strengthen leadership at all levels for addressing health disparities;
- Improve coordination and utilization of research and outcome evaluations;

- Improve coordination and collaboration among state minority health offices, and public and private entities;
- Improve state planning focused on minority health/health disparities;
- Dedicate state and territorial leadership and staff to support planning, coordination, implementation, and evaluation of evidence-based approaches and programs, and disseminate information;
- Increase state-wide efforts to support community programs;
- Establish or enhance multicultural coalition building efforts within communities of color to collaboratively address health issues impacting minority communities; and
- Promote strategies to improve diversity in the health care workforce.

#### **1.4. Authority**

DHS issues this RFGP under the authority of Department of Administrative Services (DAS) Delegation #306-08 (as amended), (Non-Client Services).

## **SECTION 2 – MINIMUM QUALIFICATIONS**

By submitting a proposal to this RFGP, Proposer provides the following assurances:

- 2.1.** Proposer must be a 501c3 organization, a faith-based organization or an organization with a fiscal agent who has a 501c3 status.
- 2.2.** Proposer must have an office in Oregon.
- 2.3.** Proposer must have a minimum of three years experience providing the services described in this RFGP.
- 2.4.** Proposer must provide two Letters of Support that validate the organization's competence in reaching the vulnerable populations this project proposes to serve.

## SECTION 3 – SCOPE OF WORK

### A. Grantee Scope of Work for both the \$5,000 awards and \$40,000 awards:

All Grantees are required to:

- Attend (either in person or via telephone conferencing) the monthly Community Advisory Committee meetings.
- Submit monthly reports on the progress of their activities and proposed outcomes.
- Submit a final two-page narrative to OMHS describing the outcome of the funded project, a demographic summary of participants, and a final budget report. The report is due **thirty days after completion** of the grant activity, **within the final deadline negotiated upon award of the grant.**

### B. Work to be performed under the Grant Agreements awarded through this RFGP for the maximum not to exceed \$5,000 awards:

- *Increase access to health care for minority populations* through such means as increasing access to insurance coverage, decreasing geographic barriers to obtaining care, and lowering cultural and linguistic barriers to care.
- *Increase knowledge and awareness* to effect change in target group's attitudes regarding health care issues in minority populations through promotional and educational programs and outreach.

### C. Work to be performed under the Grant Agreements awarded through this RFGP for the maximum not to exceed \$40,000 awards:

Proposer must respond to this focus area:

- *Mobilize coalitions and networks* by forming local or regional coalitions and networks to promote improvements in minority health. Regional includes multi-county areas in which minority ethnic communities live, work, play and pray.

In addition to “Mobilize” above, Proposer must include one or more of the following focus areas:

- *Establish policy(ies)* which impact laws, regulations, or administrative rules pertaining to improving minority health care at the state, county, or local levels.

- **Enhance infrastructure** to improve the capacity for addressing minority health at the state, county, and/or local levels.
- **Change systems** to create a more cohesive approach to identifying and/or addressing minority health issues at the state, county, and/or local levels.
- **Increase participation of minorities in the health professions** to facilitate closing the health disparities gap through a diverse health care workforce, including improving cultural and linguistic competence among health care professionals.
- **Increase access to health care for minority populations** through such means as increasing access to insurance coverage, decreasing geographic barriers to obtaining care, and lowering cultural and linguistic barriers to care.
- **Increase knowledge and awareness** to effect change in target group’s attitudes regarding health care issues in minority populations through promotional and educational programs and outreach.

**SECTION 4 – RFGP PROCESS**

**4.1. Sole Point of Contact (SPC)**

Diana Butts, Contracts Specialist or alternate  
 Department of Human Services  
 Office of Contracts and Procurement  
 500 Summer Street NE- E03, 4th Floor  
 Salem Oregon 97301-1080  
 Telephone: (503) 945-6698  
 Fax: (503) 373-7889  
 E-Mail: [diana.butts@state.or.us](mailto:diana.butts@state.or.us)  
 TTY: (503) 947-5330

All communications with DHS concerning this RFGP must be directed only to the SPC named above. Any unauthorized contact regarding this RFGP with other State employees or officials may result in proposal rejection. Any oral communications will be considered unofficial and non-binding. The Oregon Procurement Information Network (ORPIN) will be used to distribute all information regarding this RFGP. Any additional information received in writing from the SPC is also considered official.

**4.2 Timeline for RFGP and Proposal Submission**

RFGP Opens ..... March 22, 2010  
 RFGP Questions Due ..... March 29, 2010  
 RFGP Answers Returned (approximately) ..... March 31, 2010  
 RFGP Closes. Proposals Due ..... April 5, 2010 at 3:00 P.M. (Pacific Time)  
 Public Opening ..... April 5, 2010 at 3:15 p.m. (Pacific Time)  
 Public Opening Location ..... Issuing Office Room 469

Notice of Intent to Award (estimated))..... April 19, 2010  
Estimated Contract Start Date ..... April 20, 2010  
Estimated Contract End Date ..... September 10, 2010

### 4.3. Closing Date for Submittal of Proposals

The Office of Contracts and Procurement must receive Proposals by the date and time specified in section 4.2, “Timeline for RFGP and Proposal Submission”. Proposals shipped must be addressed as follows:

Department of Human Services  
Office of Contracts & Procurement  
RFGP #3036  
Attn: Diana Butts  
500 Summer Street NE, E03  
Salem, OR 97301-1080

Hand delivery of proposals is optional. Hand delivered proposals must be received at the Human Services Building, 500 Summer Street NE, Salem, Oregon, by the date and time specified in Section 4.2. **All Proposals hand delivered must have a completed receipt of delivery, which will be provided by Human Services Building Receptionist at the time of delivery.**

Proposals must be submitted in a sealed package addressed as shown above with the name of the SPC and the RFGP #3036 visible on the outside of the package.

Proposals received after closing date and time are late and will not be evaluated. Postmarks, Faxed, and electronic Proposals will not be considered.

### 4.4. Pre-proposal Questions Relating to This RFGP

Questions about this RFGP document, including specifications, Contract terms and conditions, or the Solicitation process must be submitted in writing (address and phone) to the SPC. Faxes are acceptable (include Proposer fax number) and must be received by the SPC by the date and time specified in section 4.2. Notification of any substantive clarifications provided in response to any question will be provided and published at the ORPIN web site below. For complete RFGP documentation please go to the ORPIN web site:

<http://orpin.oregon.gov/open.dll/welcome> and view RFGP #3036.

DHS will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on ORPIN. Addenda may be downloaded off ORPIN. Proposers are responsible to frequently check ORPIN until date of RFGP Closing.

### 4.5 Public Opening

In accordance with ORS 279B.060(5)(a) and OAR 125-247-0450 a public opening will be held on the date and time, and at the location, stated on the first page of this RFGP, unless changed by addendum. The Proposals received will not be opened except to identify Proposer if the

Proposer's name is not otherwise identifiable. Only the name of the Proposer will be read at the opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the notice of intent to award is issued or this RFGP is cancelled.

## SECTION 5 – PROPOSAL REQUIREMENTS

### 5.1 Overview

Proposals must be submitted using only 8 ½" x 11" white paper. Proposals should be typed but without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposals. **A signed original and 5 copies of the Proposal must be submitted.** Submissions in response to this RFGP must be in the form of a Proposal Package containing the Proposal and all required supporting information and documents, and must be contained in a sealed package addressed to the SPC and clearly marked "**PROPOSAL TO RFGP #3036.**" A representative authorized to bind the Proposer must sign the Proposal in ink. Failure of the authorized representative to sign the Proposal will subject the Proposal to rejection by DHS.

Proposals must address all Proposal and submission requirements set forth in this RFGP, and must describe how the services will be provided. Proposals that merely offer to provide services as stated in this RFGP will be considered non-responsive to this RFGP and will not be considered further.

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

### 5.2 Technical Proposal

**General Requirements.** All Proposals shall include the items listed in this Section. All materials should be in the order listed below. Page limits are noted, when relevant, and assume single-spaced lines. Unless otherwise specified, no particular form is required.

#### 5.2.1 Proposal Cover Sheet

Complete all sections of the Proposal Cover Sheet (Attachment #1) including signature from the authorized representative. This page must be included as the top page of the Proposal.

#### 5.2.2 Organizational Capacity

In one (1) page or less, briefly describe Proposer's experience and capacity to perform the Work described in this RFGP, including: 1) knowledge, understanding and experience working with the targeted population(s), including Proposer's past accomplishments and experience in working with the targeted population(s); 2) capacity to begin and continue the Work for the period described in this RFGP; and 3) a

description of the Proposer's ability to provide staff that are representative of the cultural and language diversity within the targeted population.

### 5.2.3 Key Persons

Specify key personnel and all principle employees, whether employed by Grantee or a sub-grantee, to be assigned to this Project, who will be principally responsible for performing the Services or whose qualifications are used by Proposer to gain a grant under the RFGP. Include a brief summary of each person's professional experience (not to exceed one (1) paragraph each) that demonstrates qualifications and experience for the work proposed. Please also designate a lead staff person.

### 5.2.4 Project Implementation

In six (6) pages or less, Proposer must submit a detailed description of the Proposer's strategy for providing clear and effective program goals, objectives and anticipated outcomes. The plan must include all of the items in Section III (Scope of Work) of this RFGP, as well as each of the following elements:

**5.2.4.1 Target Population:** A description of Proposer's capacity to reach a significant proportion of the vulnerable community in their geographic region or statewide. If a regional approach is not in place, Proposer's must describe how they will build such an approach.

**Include geographical area(s) and specific population groups Proposer intends to serve.**

**5.2.4.2 Timeline:** Provide a project plan and organized performance timeline that is clear, realistic, and cohesive.

**5.2.4.3 Communication Tools:** Describe Proposer's communication tools including specific examples which are culturally competent and appropriate to the diverse population(s) Proposer will serve.

**5.2.4.4. Evaluation:** Provide a clear evaluation plan for your proposal. State your overall project objective and how success of your project will be measured. Project objectives should clearly state what you hope to accomplish and should be specific, measurable, achievable, reasonable and time-specific. For each activity (or type of activity), list your anticipated outcome and how the outcome will be measured.

### 5.2.5 Program Budget

Provide a detailed program budget, substantially in the form of the reporting requirements in Appendix 2, Proposed Budget and a budget narrative for each line item. All activities must be

tied to the proposed budget and the administrative structure must be cost effective and efficient. Program budgets must include identifiable fixed costs for all the work contained in the proposal and a summary of the budget items. Line items should be included for personnel, travel (there will be no out-of-state travel), material expenses, training expenses and other costs. For personnel, include the title of all positions for staff that will perform the work, list the percentage of time to be spent on the work, the annual salary for each listed position, the number of months the percentage of salary is budgeted, and a brief description of each position's job responsibilities.

DHS will not reimburse: (a) indirect costs in excess of 15 percent; (b) purchase of vehicles; and (c) construction projects.

## **SECTION 6 – PROPOSAL EVALUATION**

Proposals must be complete at the time of submission and include the required number of copies. DHS will conduct a comprehensive and impartial evaluation of the proposals received. Proposals will be evaluated by a Review Panel selected by DHS. The Review Panel will evaluate the proposals and rank them according to the scoring system described below.

Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFGP with emphasis on completeness and clarity of content. Evaluators will consider brevity and clarity of responses in scoring Proposals.

Proposals will be scored on a scale of 0 to 85 points. Maximum point values and evaluation criteria for each section are described below. Points will be awarded not only on completion of the requirement, but also on the extent to which the response aligns with Office of Multicultural and Health Service program goals and objectives.

Awards, if made, will begin with the highest ranked responsive, responsible Proposer and continue down the list in order of all Proposers who meet minimum qualifications and sufficiently address the components of this RFGP, subject to Section 6.4.

### **6.1 Pass/Fail Items**

The items listed below will be scored on a pass/fail basis. For Pass/Fail evaluation purposes, the following items should be placed as the top pages of the proposal.

Proposal Cover Sheet  
Section 2 minimum qualification requirements  
Attachment 3 References  
Proposal Format and Length

## 6.2 Technical Requirements

### 6.2.1 Organizational Capacity

Did Proposer describe in one (1) page or less, Proposer's experience and capacity to perform the Work described in this RFGP, including: 1) knowledge, understanding and experience working with the targeted population(s), including Proposer's past accomplishments and experience in working with the targeted population(s); 2) capacity to begin and continue the Work for the period described in this RFGP; and 3) a description of the Proposer's ability to provide staff that are representative of the cultural and language diversity within the targeted population. (See Section 5.2.2)

**Total Organizational Capacity Point: 20 maximum**

### 6.2.2 Key Persons

Did Proposer identify key personnel and all principle employees, whether employed by Proposer or sub-contractor, to be assigned to this Project, who will be principally responsible for performing the Services or whose qualifications are used by Proposer to gain a grant under the RFGP? Did Proposer include a brief summary of each person's professional experience (not to exceed one (1) paragraph each) that demonstrates qualifications and experience for the work proposed? Did Proposer identify designated lead staff person? (See Section 5.2.3)

**Total Key Persons Points: 10 maximum**

### 6.2.3 Program Implementation

Did Proposer, in six (6) pages or less, submit a detailed description of the Proposer's strategy for providing clear and effective program goals, objectives and anticipated outcomes. The plan must include all of the items in Section III (Scope of Work) of this RFGP, as well as each of the following elements (See Section 5.2.4):

- 6.2.3.1 Target Population (10 points):** A description of Proposer's capacity to reach a significant proportion of the vulnerable community in their geographic region or statewide. If a regional approach is not in place, Proposer's must describe how they will build such an approach.

**Include geographical area(s) and specific population groups Proposer intends to serve.**

- 6.2.3.2 Timeline (10 points):** Provide a project plan and timeline that is clear, realistic and well-developed.

**6.2.3.3 Communication Tools (10 points):** Describe Proposer’s communication tools including specific examples which are culturally competent and appropriate to the diverse population(s) Proposer will serve.

**6.2.3.4 Evaluation (10 points):** Provide a clear evaluation plan for your proposal. State your overall project objective and how success of your project will be measured. Project objectives should clearly state what you hope to accomplish and should be specific, measurable, achievable, reasonable and time-specific. For each activity (or type of activity), list your anticipated outcome and how the outcome will be measured.

**Total Program Implementation Points: 40 maximum**

**6.2.4 Program Budget**

Did Proposer provide a detailed program budget, substantially in the form of the reporting requirements in Appendix 2, Proposed Budget and a budget narrative for each line item. All activities must be tied to the proposed budget and the administrative structure must be cost effective and efficient. Program budgets must include identifiable fixed costs for all the work contained in the proposal and a summary of the budget items. Line items should be included for personnel, travel (there will be no out-of-state travel), material expenses, training expenses and other costs. For personnel, include the title of all positions for staff that will perform the work, list the percentage of time to be spent on the work, the annual salary for each listed position, the number of months the percentage of salary is budgeted, and a brief description of each position’s job responsibilities.

DHS will not reimburse: (a) indirect costs in excess of 15 percent; (b) purchase of vehicles; and (c) construction projects. (See Section 5.2.5)

**Total Program Budget Points: 15 maximum**

**6.3 Evaluation Factors Checklist**

Each Proposal must clearly meet the pass/fail criteria and address the scored criteria. Evaluation factors and maximum points are presented below.

PASS OR FAIL CRITERIA		
	Proposal Cover Sheet	Pass/Fail
	Section 2 minimum qualification requirements	Pass/Fail
	Attachment 3, References	Pass/Fail
	Proposal format and length	Pass/Fail

SCORED CRITERIA		
	<b>Evaluation Criteria</b>	<b>Maximum Score</b>
	6.2.1 Proposer Capacity	20
	6.2.2 Key Personnel	10
	6.2.3.1 Target Population	10
	6.2.3.2 Timeline	10
	6.2.3.3 Communication Tools	10
	6.2.3.4 Evaluation	10
	6.2.4 Program Budget	15
	<b>TOTAL POINTS</b>	<b>85</b>

#### **6.4 Final Selection and Award**

**All costs for submitting a response to this RFGP shall be borne by the Proposer.** Proposer ranking will be determined by the sum of its scores on the Technical and Program Budget. DHS will fund eight awards a maximum of \$5,000 each and two awards a maximum of \$40,000. DHS will enter into negotiations beginning with the highest ranked Proposers in accordance with the criteria described in Section 6, with verifiable references and continuing down the list until funds are exhausted. References for the highest ranked Proposer will be contacted to verify that Proposer has the skills and requirements that Proposer has included in its Proposal. DHS may choose to not award an Agreement. In the event that Agreement negotiations with the highest ranked Proposer are not successful within a reasonable time frame, DHS reserves the right to terminate negotiations with the highest ranked Proposer, and negotiate with the next highest ranked Proposer and so on, until successful negotiations are completed, funds are obligated or DHS decides to terminate all negotiations and cancel the solicitation. DHS reserves the right to negotiate the budget and activities proposed by the Proposer. The determination of what constitutes a reasonable time frame for purposes of this paragraph shall be solely at the determination of DHS. This protocol will be followed until Agreements are been signed and funds are obligated. If all Proposals are rejected, Proposers will be promptly notified.

#### **6.5 Disqualification**

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

### **SECTION 7 – GENERAL INFORMATION**

#### **7.1 Changes/Modification and Clarifications**

When appropriate, DHS will issue revisions, substitutions, or clarifications as addenda to this RFGP. Changes/modifications to the RFGP shall be recognized *only* if in the form of written addenda issued by DHS and posted on ORPIN Site.

## **7.2 Reservation of DHS Rights**

DHS reserves all rights regarding this RFGP, including, without limitation, the right to:

- Amend or cancel this RFGP without liability if it is in the best interest of DHS to do so;
- Reject any and all Proposals received by reason of this RFGP upon finding that it is in the best interest of DHS;
- Waive any minor informality;
- Seek clarification of each Proposal;
- Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- Negotiate the statement of work within the scope of work described in this RFGP and to negotiate the rate and budget;
- Amend or extend the term of any Agreement that is issued as a result of this RFGP;
- Engage Grantee by selection or procurement for different or additional services independent of this RFGP process and any contracts/agreements entered into pursuant hereto;
- Enter into direct negotiations to execute an Agreement with a responsive Proposer, in the event that the Proposer is the sole Proposer to this RFGP, and DHS determines that the Proposer satisfies the minimum RFGP requirements;
- Reject any Offer upon finding that to accept the Offer may impair the integrity of the procurement process or that rejecting the Offer is in DHS' best interest.

## **7.3 Award Notice**

The apparent successful Proposer(s) shall be notified in writing and DHS will set the time lines for Agreement negotiation.

## **7.4 Modification or Withdrawal**

**7.4.1** Modifications. A Proposer may modify its Proposal in writing prior to the closing. A Proposer must prepare and submit any modification to its Offer to DHS in accordance with Paragraph 7.1, above. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer must mark the submitted modification "Proposal Modification RFGP Number 2972 ", and be addressed to the attention of the SPC.

**7.4.2** Withdrawals: A Proposer may withdraw its Proposal by Written notice submitted on the Proposer's letterhead, Signed by an authorized representative of the Proposer, delivered to the SPC in person or in the same manner as set forth in Paragraph 7.1, above. The Proposer must mark the written request to withdraw "Proposal Withdrawal to RFGP Number 2972"

## **7.5 Release of Information**

No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFGP process.

## **7.6 Public Information**

**7.6.1** All Proposals are public information after the Proposals have been opened, and all protests are public information after the protest period ends. If any part of a Proposal or protest is considered a trade secret, the Proposer shall, at the time of submission, clearly designate that portion as confidential in order to obtain protection, if any, from disclosure. 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.

**7.6.2** Any person may request copies of public information. However, copies of Proposals will not be provided until the evaluation process has been completely closed and an apparent successful Proposer has been selected. Requests for copies of public information shall be in writing. Requestors will be charged according to the current DHS policies and rates for public records requests in effect at the time DHS receives the written request for public information. Fees, if applicable, must be received by DHS before the records are delivered to the requestor.

## **7.7 Cost of Proposals**

All costs incurred in preparing and submitting a Proposal in response to this RFGP will be the responsibility of the Proposer and will not be reimbursed by DHS.

## **7.8 Agreement Period**

Initial term of the Agreement shall be for the period stated in Section 1.1. If DHS determines that the work performed has been satisfactory, DHS may at its option, amend or extend the Agreement for additional time and for additional dollars without further solicitation up to total Agreement period of ten (10) years. Modifications or extensions shall be by written amendment duly executed by the parties to the original Agreement see Form Agreement, Appendix 3, Exhibit A, Part 3.

## **7.9 Contractual Obligation**

All Proposers who submit a Proposal in response to this RFGP understand and agree that DHS is not obligated thereby to enter into an Agreement with any Proposer and, further, has absolutely no financial obligation to any Proposer.

## **7.10 Agreement Documents**

The final Agreement will be based on the Form Agreement, which is attached as Appendix 3 to this RFGP, and will include all exhibits and attachments identified in the Agreement, including this RFGP and the successful Proposer's Proposal. The terms and conditions included in Appendix 3, other than Exhibit A, Parts 1 and 2, are not subject to negotiation.

## ATTACHMENT 1 - Proposal Cover Sheet

Proposer Information - RFGP # 3036

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

1. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer 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, and certifies that Proposer has not and will not discriminate against a Disabled Veteran or a subcontractor that employs a Disabled Veteran in obtaining a required subcontract.
3. Information and costs included in this Proposal shall remain valid for 90 days after the Proposal due date or until a contract is approved, whichever comes first.
4. The statements contained in this Proposal are true and complete to the best of the Proposer'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.
5. The Proposer acknowledges receipt of all addenda issued under this Procurement.
6. If the Proposer is awarded a contract as a result of this RFGP, the Contractor will be required to complete, and will be bound by, a Personal Services Contract as attached to this RFGP and found on the ORPIN website. At the time of signing the contract with DHS the Contractor will be required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to DHS.
7. Pursuant to ORS 279B.055 (2) the contractor agrees to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services as stated in the scope of work.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Official Authorized to Bind Proposer)

**\*\*\* THIS PAGE MUST BE THE TOP PAGE OF THE PROPOSAL \*\*\***

**ATTACHMENT 2 - Sample Grant Agreement**

Grant Agreement No. **000000**

**DEPARTMENT OF HUMAN SERVICES  
GRANT AGREEMENT**

*[optional: for (Fill in Project/"Program" Name)]*

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to [DHS.Forms@state.or.us](mailto:DHS.Forms@state.or.us) or contact the Office of Document Management at (503) 378-3486, and TTY at 503-378-3523.

This Grant Agreement is entered into between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS", and

**Grantee Name**

**Address**

**Address**

**Telephone:**

**Fax:**

**Email:**

hereinafter referred to as "Grantee."

The Program supported under this Grant Agreement relates principally to DHS'

**(fill in Office, Program, etc.)**

**Address**

**Address**

**Agreement Administrator: (Insert Name)**

**Telephone:**

**Fax:**

**Email:**

**RECITALS (Optional)**

*WHEREAS, ORS \_\_\_\_\_ authorizes DHS to provide grants to private nonprofit organizations for the operation of programs or the implementation of projects designed to \_\_\_\_\_;*

*WHEREAS, Grantee applied to DHS for a grant to assist it in operating programs or implementing projects designed to \_\_\_\_\_;*

*WHEREAS, DHS approved Grantee's application for a grant and is willing to provide a grant to Grantee on the terms and conditions of this Agreement; and*

*WHEREAS, Grantee wishes to receive a grant from DHS on the terms and conditions of this Agreement.*

*NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:*

## **AGREEMENT**

- 1. Effective Date and Duration.** This Agreement shall become effective on the later of (a) [fill in date], or (b) the date this Agreement is fully executed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [fill in date] (the "Termination Date"). Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Grantee that has not been cured.

*Alternate language #1:*

*Effective Date and Duration. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [fill in date] (the "Termination Date"). Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Grantee that has not been cured.*

*Alternate language #2:*

*Effective Date and Availability of Grant Moneys. Once signed by all parties, this Agreement shall become effective on the later of (a) [fill in date], or (b) if required, the date this Agreement has been approved by the Oregon Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [fill in date] (the "Termination Date"). DHS will not disburse Grant moneys under this Agreement until this Agreement has been fully executed. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Grantee 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:

**Exhibit A: Program Description**

**Exhibit B: Required Federal Terms and Conditions**

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

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

### 3. Grant; and Vendor or Sub-recipient Determination.

- a. **Grant.** In accordance with the terms and conditions of this Agreement, DHS shall provide Grantee with a maximum of **\$00,000.00** (the “Grant”) to support and assist the operation of the program described in Exhibit A, attached hereto and incorporated herein by this reference (the “Program”). *Grant (pass through) funds are from the following source(s):*

- *Department of Health and Human Services, Office on Minority Health, State Partnership Grant # 5 STTMP051028-05-00*

- b. **Vendor or Sub-recipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102 and DHS procedure Contractual Governance, DHS’ determination is that:

Grantee is a sub-recipient;    OR     Grantee is vendor.

*Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: \$\_\_\_\_\_ from CFDA#*

### 4. Disbursement and Recovery of Grant Moneys.

- a. **Disbursement Generally.** Subject to sections 1, 3.a. and 4.b., DHS shall disburse the Grant moneys to Grantee *[fill in disbursement information]*

*Example #2: (Standard periodic disbursements, regardless of actual expenditures. NOTE: if section 3.c.iii. “Recovery of Grant Moneys” is used as worded in this Grant Agreement Example, standard disbursements may result in a need to recover unexpended funds.):*

- a. **Disbursement Generally.** *Subject to sections 1, 3.a. and 4.b., DHS shall disburse the Grant moneys to Grantee in a single payment at the beginning of the project for up to \$5,000.00 grant award, and 2 bi-monthly payments with an initial payment of 30% at the beginning of the project for grant awards up to \$40,000.00 to Grantee, following each bi-monthly period during which Grant Program services were provided, as reimbursement for actual expenditures as billed by Grantee, but not to exceed \$14,000.00 per bi-monthly period, during the Agreement period.*

<b>Funding Source</b>	<b>Disbursement Schedule</b>			<b>Amount, Each Disbursement</b>
	<b>Frequency</b>	<b>Starting</b>	<b>Ending</b>	
<i>State Partnership Grant – Mini-Grant Award \$40,000.00</i>	<i>Bi- Monthly</i>	<i>March 2010</i>	<i>September 2010</i>	<i>Initial 30% 2<sup>nd</sup> \$14,000.00 3<sup>rd</sup> \$14,000.00</i>

b. **Conditions Precedent to Disbursement.** DHS’ obligation to disburse grant funds to Grantee under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (1) DHS has received sufficient funding, appropriations, and other expenditure authorizations to allow DHS, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (2) Grantee’s representations and warranties set forth in section 5 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- (3) No default as described in section 11 has occurred.

*Optional: Add any other conditions required for disbursements . . . examples:*

- (4) *DHS has received a properly completed invoice for the disbursement. Each invoice must at a minimum:  
[describe invoices]*
- (5) *DHS is not obligated to disburse Grant funds not invoiced by Grantee within sixty (60) days following termination or expiration of this Grant Agreement.*

c. **Use, Availability and Recovery of Grant Funds.**

- (1) **Use of Grant Funds.** Grantee as recipient of Grant funds pursuant to this Grant Agreement with the State of Oregon, shall assume sole liability for Grantee’s breach of the conditions of the grant, and shall, upon Grantee’s breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to grantor.
- (2) **Funds Available and Authorized; Payments.**

Grantee shall not be compensated for Program expenditures reimbursed under this Agreement by any other agency or department of the State of Oregon or the federal government. DHS certifies at the time this Grant Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Grant Agreement within the DHS' biennial appropriation or limitation. Grantee understands and agrees that DHS' payment of amounts under this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- (3) **Recovery of Grant Moneys.** Any Grant moneys disbursed to Grantee 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 upon the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to DHS. Grantee shall return all Misexpended Funds and Unexpended Funds to DHS promptly after DHS' written demand and no later than 15 days after DHS' written demand.

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

- a. **Organization and Authority.** Grantee is a *[non-profit corporation]* duly organized and validly existing under the laws of the State of Oregon. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Grantee of this Agreement: (1) have been duly authorized by all necessary action of Grantee; (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing, registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Grantee of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**6. Expenditure of Grant Moneys.** Grantee may expend the Grant moneys solely to cover costs necessarily incurred by Grantee in operating the Program and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law:

a. Grantee may not use the Grant moneys to retire any debt or to cover any obligations incurred prior to the effective date or after the expiration or termination of this Agreement; and

b. *Grantee may expend Grant funds only for: [specify].*

*Example #1: (Use this wording when DHS wants to pay only for costs made in accordance with a line-item budget approved by DHS. In this example, the budget is approved as an administrative function, outside of the legal document, and the budget is NOT attached as part of the Agreement. This allows DHS to approve budget revisions without an amendment to the Grant Agreement.)*

b. *Grantee may expend Grant funds only for allowable costs. "Allowable costs" are expenditures made in accordance with the line-item budget approved by the DHS for the Grant, except that Grantee may transfer funds between line items as follows:*

(1) *Grantee may reallocate up to 10% of the budgeted amount from each line item of the DHS-approved budget, to other line items in DHS-approved budget, without DHS' approval.*

(2) *Grantee may not reallocate any amount from any line item of the DHS-approved in an amount greater than 10% of the amount for line item, to other line items in DHS-approved budget, without DHS prior approval.*

(3) *In the event Grantee adjusts its line-item budget as permitted by Section 6.b.(1) or 6.b.(2) above, Grantee shall report such adjustment in writing to DHS on its next disbursement request after making the adjustment.*

*Example #2: (Use wording such as shown in the example if the Grant is for acquisition of equipment or other capital outlay. 2<sup>nd</sup> paragraph is optional, if DHS/Program wants to secure its interest in such capital outlay.)*

b. *Grantee may expend the Grant moneys only for acquisition of [specify type of equipment/capital outlay to be purchased with Grant funds (example: assistive technology equipment and software)] in accordance with the requirements in Exhibit A, Program Description, of this Agreement.*

c. *Grantee shall comply with requirements in Attachment X, attached hereto and incorporated herein by this reference, specifying requirements for "Dedicated Use" and "Securing the State's Interest" for [specify type of equipment/capital*

*outlay to be purchased with Grant funds (example: assistive technology equipment and software)] purchased with the Grant Moneys.*

*Example #3:*

*– Expenditure of Grant funds under this Agreement is subject to requirements, restrictions and procedures as specified in Federal Office of Management and Budget (OMB) Circular A-122, “Cost Principles for Non-Profit Organizations.*

## **7. Records Maintenance, Access, and Confidentiality.**

- a. **Access to Records and Facilities.** DHS, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement or the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, DHS, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records other than those books, documents, papers and records detailing the delivery of specific Program services to specific individuals. Grantee shall permit authorized representatives of DHS to perform site reviews of all services delivered as part of the Program.
- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records, which are directly related to this Agreement or the Grant moneys for a minimum of five (5) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration or termination of this Agreement. If there are unresolved audit questions at the end of the five-year period, Grantee shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Grantee shall document the expenditure of all Grant moneys disbursed by DHS under this Agreement and the expenditure or utilization of all matching resources required by section 8, if any. Unless applicable federal law requires Grantee to utilize a different accounting system, Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the Grant moneys were expended and how the matching resources were expended or utilized.
- d. **Confidentiality.** Grantee may not disclose to a third party any information concerning a recipient of services financed in whole or in part with Grant moneys unless such disclosure is directly connected with the administration of Grantee’s responsibilities with respect to those services and the disclosure is otherwise permissible under applicable state and federal confidentiality laws or the service recipient provides written consent to the disclosure.

8. **Matching Resources.** In addition to the Grant moneys provided to Grantee under this Agreement, Grantee shall obtain and expend on, or utilize in, implementation of the Program matching resources in the following amounts: *[specify]*.

The matching resources required to be expended on, or utilized in, implementation of the Program by this section may be in the form of cash derived from other sources or in-kind donations or contributions of property or services, including but not limited to volunteer hours, or any combination of the foregoing whose value equals or exceeds the minimum requirements.

*If NO match is required from Grantee, this section can be completed as follows:*

8. **Matching Resources.** *In addition to the Grant moneys provided to Grantee under this Agreement, Grantee shall obtain and expend on, or utilize in, implementation of the Program matching resources in the following amounts: NONE.*

**OR**

8. **Reserved.** *[NOTE: if this option is selected, modify section 7 as shown in the comment in that section.]*

9. **Reporting Requirements.**

**Example 1:**

*Grantee shall prepare and furnish to DHS written reports as follows:*

- a. **Monthly Program Reports:** *Grantee shall provide Monthly Program Reports for each calendar month during the effective period of the Agreement. These reports, must, at a minimum:*
- (1) *Be submitted in a format prescribed by [DHS, or specify Program Office], unless [DHS, or specify Program Office] approves an alternate format.*
  - (2) *Provide:*
    - *A narrative description of Program activities conducted during the report period;*
    - *Statistical information for the Grant-period-to-date, on \_\_\_\_\_ (use Performance Standards and other information as appropriate from Exhibit A, Program Description)*
  - (3) *Accompany the monthly disbursement request for the report period, and identify the invoice number of that associated disbursement request;*
  - (4) *Be submitted by no later than the 15<sup>th</sup> of the month following the month of service, to:*

*[fill in Program Office name, address, individual, or other information to reflect Program Offices' procedures]*

*or, upon the approval of and in accordance with the instructions of DHS, electronically.*

b. **Annual Report(s):** Grantee shall provide an Annual Report for each year of the Agreement period, in a format and with a level of detail approved by [DHS, or specify Program Office]. If the Grant period is less than one year, the Annual Report shall be prepared for the full Grant period. At a minimum, the Annual Report(s) must:

- (1) Summarize Program accomplishments for the Annual Report period;
- (2) Identify any challenges and problems experienced by the Program, and describe actions that will be taken to address those issues;
- (3) Report on actual expenditures of Grant funds during the Annual Report period.

Annual Reports will be due as follows, and must be submitted to the same address as Monthly Reports, as indicated in section 9.a, above:

**For the Period**

**Annual Report Due**

**Example 2:** If reporting requirements are complex and you prefer not to embed them in the main body of the Grant Agreement, those requirements can be included in Exhibit A, and the following language used here in section 9:

Grantee shall prepare and furnish to DHS written reports as required in **EXHIBIT A, "PROGRAM DESCRIPTION"**.

**10. Information Privacy/Security/Access**

If the Work performed under this Grant Agreement requires Grantee or, when allowed, its subcontractor(s) or subgrantee(s), to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Grantee access to such DHS Information Assets or Network and Information Systems, Grantee shall comply and require any subcontractors or subgrantees to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.

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

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

- c. Grantee: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (3) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**12. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from DHS or such longer period as DHS may authorize in its sole discretion, DHS may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from DHS. If, as a result of Grantee's default, DHS demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee shall pay the amount upon DHS' demand.

**13. Termination.**

- a. **DHS Termination.** DHS may terminate this Agreement:
  - (1) For its convenience, upon 30 calendar days advance written notice to Grantee.
  - (2) Immediately upon written notice to Grantee, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state and other sources sufficient to meet the payment obligations of DHS under this Agreement.

- (3) Immediately upon written notice to Grantee if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that DHS does not have the authority to provide Grant moneys for the Program or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.
  - (4) Upon 30 calendar days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as DHS may specify in the notice.
  - (5) Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee to operate the Program is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee no longer meets requirements to operate the Program.
  - (6) Immediately upon written notice to Grantee, if DHS determines that Grantee has endangered or is endangering the health or safety of an individual receiving services as part of the Program or others.
- b. **Grantee Termination.** Grantee may terminate this Agreement for its convenience, upon 90-calendar days advance written notice to DHS.
  - c. **Mutual Termination.** This 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.

**14. Effect of Termination.** Upon termination of this Agreement, DHS shall have no further obligation to disburse Grant moneys to Grantee, whether or not the entire Grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed Grant moneys shall end. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or DHS' right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant moneys actually received by Grantee under this Agreement, or with respect to portions of the Program actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Grantee's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on Grantee's expenditure of Grant moneys actually received by Grantee hereunder, or DHS' right to recover from Grantee, in accordance with the terms of this Agreement, any Grant moneys disbursed to Grantee that are identified as Misexpended Funds or Unexpended Funds.

**15. Reserved.**

**16. General.**

- a. **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, or mailing the same, postage prepaid to Grantee or DHS at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be 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. To be effective against DHS, any notice transmitted by facsimile must be confirmed by telephone notice to DHS' Office of Contracts and Procurement (503) 945-5818. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to DHS:

Office of Contracts & Procurement  
Department of Human Services  
500 Summer Street NE, E-03  
Salem, Oregon 97301  
Telephone Number: 503-945-5818  
Fax Number: 503-378-4324

Notices to Grantee:

Grantee  
Address  
Address  
Telephone:  
Fax:

- b. **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.
- c. **Counterparts.** 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 this Agreement and any amendments so executed shall constitute an original.
- d. **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 DHS (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

- e. **Compliance with Law.** Grantee shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) ORS 659A.403, 659A.406 and 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program, and (c) the federal laws, regulations and executive orders described on Exhibit B, attached hereto and incorporated herein by this reference. 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. DHS' performance under this Agreement is conditioned upon Grantee's compliance with statutory requirements, as applicable, for: payment, contributions, liens and withholding (as set forth in ORS 279B.220); hours of labor (as set forth in ORS 279B.235); payment for medical care and providing workers' compensation (as set forth in ORS 279B.230); and use of recovered resources and recycled materials (as set forth in ORS 279B.270). Grantee shall, to the maximum extent economically feasible in operation of the Program, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)). All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- f. **Ownership of Work Product**
- (1) Definitions. As used in this Section 16.f., and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (a) "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Program.
  - (b) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or Grantee.
  - (c) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DHS pursuant to the Program.
- (2) Original Works. All Work Product created by Grantee pursuant to the Program, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of DHS. DHS and Grantee agree that all Work Product is "work made for hire" of which DHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Program is not "work made for hire," Grantee hereby irrevocably assigns to DHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Program, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon DHS' reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in DHS. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Program, 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.

In the event that Work Product created by Grantee under this Agreement is Grantee Intellectual Property, a derivative work based on Grantee Intellectual Property, or a compilation that includes Grantee Intellectual Property, Grantee hereby grants to DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Grantee Intellectual Property and the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

In the event that Work Product created by Grantee under this Agreement is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, a compilation that includes Third Party Intellectual Property, Grantee shall secure on DHS' behalf and in the name of DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

g. **Assignment of Agreement, Successors in Interest.**

- (1) Grantee shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of DHS. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as the DHS may deem necessary. In addition to any other provisions DHS may require, Grantee shall include in any permitted subcontract and in any contract implementing any permitted subgrant of Grant moneys, a requirement that the subcontractor or subgrantee be bound by sections 5, 7, 10, 16.b., 16.d., 16.e., 16.f., 16.g., 16.h., 16.m., 16.o., and 16.p. of this Agreement as if the subcontractor or subgrantee were the Grantee hereunder. No approval by DHS of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement nor will DHS' approval of an assignment, transfer, subcontract or subgrant relieve Grantee of any of its duties or obligations under this Agreement.
- (2) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

h. **No Third Party Beneficiaries.** DHS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Grantee's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. 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.

i. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The 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.

j. **Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Grantee, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

k. **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.

- l. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- m. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- n. **Force Majeure.** Neither DHS nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war which is beyond, respectively, DHS' or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- o. **Survival.** Sections 4.c., 5, 7, 10, 13, 14, 16.d., 16.f., 16.h., 16.o., 16.p., and 16.q. shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by District that has not been cured.
- p. **Insurance.** During the term of this Agreement, Grantee shall maintain in force at its own expense, each insurance noted in Exhibit C, Insurance.
- q. **Indemnity.** Grantee shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify the State of Oregon and DHS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in operation of the Program. Neither Grantee nor any attorney engaged by Grantee, or any subcontractor of Grantee shall defend the claim, suit or action in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall Grantee or any subcontractor of Grantee settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

## 17. **Grantee Data and Certification**

- a. **Grantee Tax Identification and Insurance Information.** Grantee shall provide Grantee's Social Security number or Grantee's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and

OAR 125-246-0330(2). Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

**Please print or type the following information**

*If Grantee is self-insured for any of the Insurance Requirements specified in section 16.p. of this Agreement, Grantee may so indicate by writing "Self-Insured" on the appropriate line(s).*

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

Address \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_ - \_\_\_\_\_

Nonresident alien  YES  No

**Proof of Insurance:**

Workers Compensation Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Auto Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Business Designation (check one):**

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

Social Security # or Federal Tax I.D.# \_\_\_\_\_

The above information must be provided prior to Grant execution. Grantee shall provide proof of Insurance upon request by DHS or DHS designee. DHS may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

b. Certification. By signature on this Grant, the undersigned hereby certifies under penalty of perjury that:

- (1) The undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax

imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The number shown in Section 17.a. is Grantee's correct taxpayer identification and all other information provided in Section 17.a. is true and accurate;
- (3) Grantee is not subject to backup withholding because:
  - (aa) Grantee is exempt from backup withholding;
  - (bb) Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (cc) The IRS has notified Grantee that Grantee is no longer subject to backup withholding; and
- (4) Grantee is an independent contractor as defined in ORS 670.600.

**GRANTEE, 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.**

**DHS HAS NO OBLIGATION TO RELEASE FUNDING UNDER THIS GRANT PRIOR TO NECESSARY STATE APPROVALS.**

IN WITNESS WHEREOF, THE PARTIES BY THEIR RESPECTIVE SIGNATURES  
HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH  
BELOW.

**SIGNATURES**

**Approved By Grantee:**

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Authorized Signature	Title	Date
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**Approved By DHS:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)  

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Assistant Attorney General	Date
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**DHS Multicultural Health and Services Manager**

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Authorized Signature	Title	Date
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**DHS Office of Contracts & Procurement:**

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Contract Specialist	Date
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**DEPARTMENT OF HUMAN SERVICES  
GRANT AGREEMENT  
EXHIBIT A  
PROGRAM DESCRIPTION**

**1. Services Comprising the Program**

- a. Overview & Definitions**
- b. Services**

*[Describe activities to be conducted with grant funds.]*

- 2. *Reporting Requirements*** *(use this section if section 7 in the main body of the Agreement used the option of saying ‘Grantee shall prepare and furnish to DHS written reports as required in EXHIBIT A, “PROGRAM DESCRIPTION”’).*



**Performance Standards**

**DEPARTMENT OF HUMAN SERVICES  
GRANT AGREEMENT  
EXHIBIT B  
REQUIRED FEDERAL TERMS AND CONDITIONS**

Specifically, but without limiting the generality of section 16.e. of the Grant Agreement, in implementing the Program, Grantee shall comply with the federal laws, regulations and executive orders described in this Exhibit. For purposes of this Agreement, all references to federal laws, regulations, and executive orders are references to federal laws, regulations and executive orders as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Grantee shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Titles 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, (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, and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. 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 operate the Program in violation of 42 USC 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall 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 Grantee shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), 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 (40 CFR Part 32), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency.
- 4. Energy Efficiency.** Grantee shall 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 (Pub. L. 94-163).

**5. Truth in Lobbying.** Grantee certifies, to the best of Grantee's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, 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 Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Grantee 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.

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 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.

**6. HIPAA Compliance.** If the Program (or services or activities provided or conducted as part of the Program) is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Grantee agrees to operate the Program in compliance with HIPAA. Without limiting the generality of the foregoing, if the Program (or services or activities provided or conducted as part of the Program) is covered by HIPAA, Grantee shall comply with the following:

a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Grantee and DHS for purposes directly related to the operation of the Program. However, Grantee shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the DHS Privacy

Rules, OAR 410-014-0000 *et. seq.*, or the DHS Notice of Privacy Practices, if done by DHS. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at <http://www.dhs.state.or.us/admin/hipaa/project/privforms.htm>, or may be obtained from DHS

b. **Data Transactions Systems.** If Grantee intends to exchange electronic data transactions with DHS in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Grantee shall execute an EDI Trading Partner Agreement with DHS and shall comply with the DHS EDI Rules.

c. **Consultation and Testing.** If Grantee reasonably believes that the Grantee's or Department' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Grantee shall promptly consult DHS' HIPAA officer. Grantee or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and DHS' testing schedule.

7. **Resource Conservation and Recovery.** Grantee shall 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 USC 6901 *et. seq.*). Section 6002 of that Act (codified at 42 USC 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 Parts 247-253.

8. **Audits.**

a. Grantee shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Non-profits, hospitals, colleges and universities must follow 2 CFR 215. Sub-recipients shall monitor any organization to which funds are passed for compliance with CFR and OMB requirements.

9. **Debarment and Suspension.** In operation of the Program, Grantee shall not purchase goods or services from any person or entity 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 45 CFR part 76). 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. Vendors and Contractors 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.

10. **ADA.** Grantee shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services and training included as part of the Program.
11. **Pro-Children Act.** Grantee shall comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).
12. **Medicaid Services.** Grantee shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Grantee shall acknowledge Grantee'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 USC § 1396a(a)(68).
13. **Agency-Based Voter Registration.** Grantee shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

### ATTACHMENT 3 - References

**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.

REFERENCE No. 1: Organization Name: _____ Contact Person: _____ Project Title: _____	Telephone: _____ Fax: _____ Email: _____
REFERENCE No. 2: Organization Name: _____ Contact Person: _____ Project Title: _____	Telephone: _____ Fax: _____ Email: _____
REFERENCE No. 3: Organization Name: _____ Contact Person: _____ Project Title: _____	Telephone: _____ Fax: _____ Email: _____