



Grant Agreement Number **000000**

**STATE OF OREGON
PASS-THROUGH GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

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

hereinafter referred to as “Subrecipient.”

The program to be supported under this Agreement relates principally to the ODHS’

**(Fill in with name of Office, Program, etc.)
(Insert address)
(Insert city, state, zip)
Agreement Administrator: (Insert Name) or delegate
Telephone: (Required)
E-mail address: (Required)**

Recitals (not standard practice but available as an option)

Commented [LSM1]: ⚠️ WARNING ⚠️

This form is for Pass-Through Grant Agreements Only

When finalizing the agreement **DELETE** all comments and instructions; and all unused optional language.

Commented [LSM2]: RETAIN “or delegate” after the Administrator’s name (to avoid having to amend the Agreement if Administrator changes).

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 5, below have been obtained. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **[insert end date]**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

Commented [LSM3]: To see sample language, **Ctrl & Click on Link:** [S:\Offices\Salem \(500 Summer St\)\PROCURE\TEMPLATES, SAMPLES\4-Clauses & Alternate Language](#) If you copy and paste language from the sample language, **change** all references of Contract to Agreement.

2. **Agreement Documents.**

Commented [BAD4]: **CHECK** Section number.

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

Commented [BAD5]: Expiration date should allow for project close out activities such as the due date of the final report or when the final invoice is paid. Exhibit A, Part 1 Program Description should spell out when the Project Termination date is.

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Federal Grant Requirements
- (6) **Exhibit D: Information Required by 2 CFR 200.332(a)(1)**

Commented [BAD6]: It may be appropriate to include additional exhibits if additional documents are necessary to describe Recipient's obligations, or it may not be necessary to use all of the exhibits listed here. Consult with DOJ/DAS if you have any questions. Be sure to check Section 2.b. carefully so that the order of precedence is appropriate.

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

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

Commented [BAD7]: **DELETE** if Subrecipient is not designated a subrecipient of federal funds. Make sure auto numbering is correct. **RELETTTER** any following added exhibits as needed. **UPDATE** Section 2.b. and all exhibit references as needed.

3. **Grant Disbursement Generally.** In accordance with the terms and conditions of this Agreement, ODHS shall provide the Subrecipient with a maximum of **\$(insert amount)** as detailed in Exhibit A to support and assist the operation of the program described in Exhibit A.

INCLUDE if Recipient is designated a subrecipient of federal funds.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

Subrecipient is a **subrecipient** Subrecipient is a contractor

Commented [LSM8]: If changes have been made in 2.a., **UPDATE** as necessary to include only and all listed Exhibits.

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

Commented [BAD9]: **COMPLETE** this section using information from the Request Form (MSC 0118).
NOTE: **You must check one box.** ...

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

Commented [BAD10]: For "subrecipient" relationships, **OBTAIN** the required FFATA form MSC 0513 from Program for file and ask they **COMPLETE** the required Exhibit D (*Labeled*) ...

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

Commented [LSM11]: **ENTER** the appropriate CFDA Number(s) regardless of whether the Recipient a subrecipient or contractor relationship.

Commented [BAD12]: **INSERT PAGE BREAK** as needed, so this paragraph is on the same page as the rest of Section 5.

Subrecipient Name
By:

Commented [LSM13]: ENTER Subrecipient name here.

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(9)

Oregon Department of Justice

Date

Enter name of any other required Signatures (remove if not needed):

Authorized Signature

Printed Name

Title

Date

EXHIBIT A

Part 1 Program Description

The Program Description for a federal pass-through grant needs to come from the originating or source grant (Funding Source Documentation).

A federal pass-through grant is an agreement in which ODHS is the recipient of grant funds from the federal government and the provisions of the grant to ODHS either require or allow ODHS to pass the funding through to providers of activities to be supported by the grant funds. The grant itself will detail what is and what are not allowable uses of the grant funds.

ODHS **shall not** alter, add to or delete from the federal grant terms, conditions, and requirements when passing the funding through to a Subrecipient.

EXHIBIT A

**Part 2
Disbursement and Financial Reporting**

The Disbursement and Financial Reporting or Budget for a pass-through grant needs to come from the originating or source grant (Funding Source Documentation).

ODHS **shall not** alter, add to or delete from the grant terms, conditions, and requirements when passing the funding through to a Subrecipient.

EXHIBIT A

Part 3

Special Provisions

1. **Liability of Misuse of Grant Funds.** Subrecipient shall assume sole liability for Subrecipient's breach of the conditions of the grant, and shall, upon Subrecipient's breach of grant conditions that causes or requires ODHS to return funds to the grantor hold harmless and indemnify ODHS for an amount equal to the funds which ODHS is required to pay to grantor.

Commented [LSM14]: CHECK grant award and 118 request for any additional special provisions that should be required.

Commented [LSM15]: DO NOT REMOVE OR ALTER Per OAR 137-045-0050(9) this language needs to be incorporated into the Pass Through Grant as written.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Subrecipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Grant Funds; Disbursements.**
 - a. Subrecipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Subrecipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

4. **Recovery of Overpayments.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to ODHS. Subrecipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Subrecipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Subrecipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Subrecipient objects to the withholding or the amount proposed to be withheld, Subrecipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 8 of this Exhibit.

5. **Termination.**

- a. Convenience. ODHS may terminate this Agreement upon 30 days’ prior written notice by ODHS to Subrecipient;
- b. Mutual Termination. ODHS and Subrecipient may terminate this Agreement immediately, or at such other time as mutually agreed upon, in writing between ODHS and Subrecipient.
- c. ODHS’ Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Subrecipient, or at such later date as ODHS may establish in such notice.

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

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

7. **Information Privacy/Security/Access.** If this Agreement requires or allows Subrecipient or, when allowed, its subcontractor(s), to have access to or use of any

Commented [LSM16]: If Governmental Pass-Through Grant Agreement **ADD**, and Subrecipient.

Commented [LSM17]: **USE** time period as may be required by the grant.

Commented [LSM18]: If Governmental Pass-Through Grant Agreement, **REPLACE** this with, to the other party

Commented [LSM19]: **USE ONLY IF NECESSARY** for administration of the pass-through grant, and if Subrecipient must have access to ODHS data systems or assets. **If not necessary, RESERVE** this Section by keeping the title and adding Reserved after, then deleting remaining language.

Example: **Information Privacy/Security/Access.** Reserved.

ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Subrecipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) 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.

8. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
9. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Subrecipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Subrecipient, or on the next business day if transmission was outside normal business hours of the Subrecipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

10. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

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

12. **Audits.**

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

EXHIBIT C

Federal Grant Requirements

Include all of the Federal Grant Requirements as outlined in the grant award (Funding Source Documentation). ODHS **shall not** alter, add to or delete from the grant terms, conditions, and requirements when passing the funding through to a Subrecipient.

NOTE: You must not just copy/past our standards Federal Terms and Conditions to a Pass-Through Grant Document! Although our standard Federal Terms and Conditions will more than likely look like that required in the Funding Source Documentation, we are not to alter, add to, or delete from what is required in the Funding Source Documentation and therefore must only use exactly as written what is required in the Funding Source Documentation.

EXHIBIT D

Information Required by 2 CFR § 200.332(a)(1)*

Commented [BAD20]: INSERT the appropriate Exhibit D (*labeled as Exhibit F in our Templates Samples folder*) from our templates folder if Subrecipient **IS** designated as a subrecipient of federal funds.

Templates folder is found here: [S:\Offices\Salem \(500 Summer St\)\OC&P TEMPLATES SAMPLES\4-Clauses & Alternate Language](S:\Offices\Salem (500 Summer St)\OC&P TEMPLATES SAMPLES\4-Clauses & Alternate Language)

DELETE this Exhibit if Subrecipient **IS NOT** designated as a subrecipient of federal funds and **UPDATE** Section 2., "Agreement Documents" Subsections a. & b. accordingly.