

# STATE OF OREGON



## COVER PAGE

### OREGON HEALTH AUTHORITY

Is issuing this Request for Grant Applications (RFGA) under  
OregonBuys Bid Number #S-44300-00014190 and OHA #6030

### PUBLIC HEALTH EQUITY GRANT

Date of Issue: **July 1, 2025**

Closing Date: **August 22, 2025 – 5:00 p.m. p.s.t.**

**Single Point of Contact (SPC): Jordan Kennedy for this RFGA and Neal Armstrong for technical support for WebGrants platform.**

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You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Point of Contact for Technical Assistance at [community.publichealth@odhsoha.oregon.gov](mailto:community.publichealth@odhsoha.oregon.gov). We accept all relay calls.

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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## SECTION 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

The State of Oregon, acting through its Oregon Health Authority (OHA), Public Health Division (PHD) requests Applications from community-based organizations (CBOs) that operate in the state of Oregon.

OHA values the important work of CBOs, which play a vital role in helping communities stay healthy by providing services that are led by communities, culturally relevant, and available in different languages.

This RFGA brings together ten public health categories, listed in Section 2.3 “Overview and Purpose” below, into one application process. OHA will provide funding to achieve specific health outcomes and improve community well-being using local solutions. Additional details on the categories and the activities are provided in individual “Program Elements” which are described in Section 2.4.

Through this RFGA, Applicants will have the opportunity to apply for funding to address the emerging public health priorities listed in this RFGA. Successful Applicants will be eligible to directly “opt-in”, if they qualify for funding to support new public health priorities as needed. For example, this could include working with the community during outbreak response or another public health emergency.

**Grant Period:** The initial term of the Grant Agreement is anticipated to be 1.5 years with the option to renew up to a cumulative maximum of 5 years. Both the initial term and cumulative maximum term is subject to change at OHA’s sole discretion. Initial awards are intended to be between \$25,000 and \$300,000 per funded program area, with total funds to not exceed \$750,000 per applicant. OHA may award additional funds to support current or new public health priorities if they become available at a future date.

Awards will be made to eligible CBOs that currently serve the state of Oregon and operate in the state of Oregon. If the Applicant uses a Fiscal Sponsor, the Fiscal Sponsor must be registered with the Oregon Secretary of State but does not need to be based in the state of Oregon.

### 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFGA.

Event	Date	Time
RFGA Release Date	July 1, 2025	-
Application Informational Webinar (English)	July 2, 2025	2:00 p.m. – 4:00 p.m.
Application Informational Webinar (Spanish)	July 7, 2025	11:00 a.m. – 1:00 p.m.
Application Informational Webinar (English)	July 8, 2025	11:00 a.m. – 1:00 p.m.
Application Informational Webinar (English)	July 9, 2025	1:00 p.m. – 3:00 p.m.
Application Informational Webinar (English)	July 15, 2025	12:00 p.m. – 2:00 p.m.
Application Informational Webinar (Spanish)	July 16, 2025	3:00 p.m. – 5:00 p.m.
OHA hosts virtual open office hours (English)	July 22, 2025	1:00 p.m. – 2:30 p.m.
OHA hosts virtual open office hours (Spanish)	July 24, 2025	11:00 a.m. – 12:30 p.m.
OHA hosts virtual open office hours (English)	August 5, 2025	12:00 p.m. – 1:30 p.m.
Questions / Requests for Clarification Due	August 6, 2025	5:00 p.m.
Answers posted approx..	August 8, 2025	
Opening (Application Due)	August 22, 2025	5:00pm
Issuance of Notice of Award (approx.)	January 15, 2026	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFGA is identified on the Cover Page, along with the SPC's contact information. Applicant shall direct all communications related to any provision of the RFGA only to the SPC, whether about the technical requirements of the RFGA, contractual requirements, the RFGA process, or any other provision to [community.publichealth@odhsoha.oregon.gov](mailto:community.publichealth@odhsoha.oregon.gov).

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY AND METHOD

OHA is issuing this RFGA pursuant to its authority under ORS 413.033

OHA may, optionally and in its sole discretion, use a combination of the methods for selecting successful Applicants under this RFGA.

### 2.2 DEFINITION OF TERMS

For the purposes of this RFGA, capitalized words are defined below.

**Applicant:** The Applicant is the organization that is responsible for performing the activities in the Grant Agreement, if awarded.

**Community-Based Organization or CBO:** For the purposes of this RFGA, a CBO is any registered 501(c)(3) organization that provides community-led culturally and linguistically responsive public health services to communities in Oregon working towards equity in communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA2+ communities, faith communities, older adults, houseless communities, and others.

**Culturally Responsive:** Culturally Responsive is an approach to public health work that is comprehensive, effective, equitable, respectful and responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. Culturally Responsive means providing services in an equitable and inclusive manner, without regard to race, color, religion, national origin, sex, age, disability, English proficiency, or economic status.

**Emerging Health Priorities:** means public health issues that are critical to address in Culturally Responsive ways in the moment. Emerging Health Priorities may go beyond the grant activities included in this RFGA.

**Environmental Justice Communities:** Communities historically underrepresented in public processes and adversely harmed by environmental and health hazards. In Oregon, disproportionate environmental justice impacts have been observed in the following: communities of color, communities experiencing lower incomes, communities experiencing health inequities, tribal communities, rural communities, coastal communities, communities with limited infrastructure.

**Fiscal Sponsor:** A Fiscal Sponsor is a nonprofit organization (501(c)(3) that provides fiduciary oversight, financial management, and other administrative services to help build the capacity of charitable projects.

**Local Public Health Authority or LPHA:** Refers to either a county government, a health district formed under ORS 431.443, or other local government that provides public health services under an agreement established pursuant to ORS 190.010. LPHAs are responsible for providing required public health services within their jurisdiction. More information about LPHAs can be found at [www.healthoregon.org/lhd](http://www.healthoregon.org/lhd).

**ODHS:** means the Oregon Department of Human Services.

**OHA:** means the Oregon Health Authority.

**OHA Programs:** Refers to public health programs administered by the OHA Public Health Division. A list of public health programs can be found at <https://www.oregon.gov/oha/PH/PHD/Pages/index.aspx>.

**Priority Populations:** Priority Populations are communities that have or currently experience health inequities, including communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA2+ communities, faith communities, older adults, rural communities, houseless communities, and others.

**Public Health Modernization:** Refers to a framework for ensuring that every person in Oregon can access the same benefits of a strong public health system. A modern public health system will provide core public health programs and capabilities and maintain flexibility to focus on new health challenges.

**State:** means the State of Oregon.

## 2.3 OVERVIEW AND PURPOSE

The State's goal is to improve access to health care to all Oregonians. OHA recognizes that past and present policies, barriers in systems like health care and housing, and lasting social and economic challenges have made it harder for some communities to be healthy and create the futures they want for themselves and their families. Differences in income, education, and opportunities have led to critical and persistent health gaps.

Some of the communities most affected include tribal nations, individuals with disabilities, immigrants and refugees, undocumented populations, migrant and seasonal farmworkers, LGBTQIA2+ individuals, faith-based communities, people living with lower incomes, older adults, rural residents, and those without stable housing.

OHA is issuing this RFGA to support CBOs improve the health outcomes of Oregon communities by using the strengths, knowledge, skills, and leadership of the people they serve. When communities work together and share their ideas, they create solutions that truly meet their needs and improves health over time. The goal of this RFGA is to build strong partnerships that put community-led ideas first and ensure fair and lasting access to health care, mental health, social conditions, and support for all.

### **Funding Categories:**

This Public Health Equity funding opportunity allows for Applicants to apply for multiple funding categories. Applicants must answer the project plan questions and upload a separate proposed budget for every funding category that they apply to. For example, if an Applicant selected three funding categories, they must complete the answers in Section 3.4 three times (one time each for each funding category) and must upload three separate proposed budgets (one budget for each category they selected). Proposed budgets may not be awarded in the amount requested, and may be adjusted up or down depending on the funding available in each category and region. The following is the list of available funding categories (categories may be added by OHA at a later date):

- Environmental Public Health approximately \$75,000 to \$300,000 funding up to 40 Applicants.
- Preventing Environmental Exposures for Children's Health (PEECH) approximately up to \$87,500 only funding 2 Applicants.

- Lower Umatilla Basin Ground Water Management Area (LUBGWMA) Domestic Wells approximately \$30,000 to \$100,000 funding up to 10 Applicants.
- Communicable Disease Prevention (Sub- element #1): Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis approximately \$50,000 to \$400,000 funding up to 20 Applicants
- Communicable Disease Prevention (Sub- element #2): Immunizations approximately \$25,000 to \$250,000 funding up to 40 Applicants
- Commercial Tobacco Prevention approximately \$25,000 to \$200,000 funding up to 45 Applicants.
- Overdose Prevention approximately \$125,000 funding up to 3 Applicants.
- Adolescent and School Health (ASH) approximately \$40,000 to \$80,000 funding up to 4 Applicants.
- Community Resilience (Sub-element #1): Community Connection & Empowerment approximately \$100,000 to \$250,000 funding up to 25 Applicants.
- Community Resilience (Sub-element #2): Emergency Preparedness and Response approximately \$25,000 to \$400,000 funding up to 30 Applicants.

**Eligibility:** Activities with known funding are described in the form of Program Elements below and may have criteria for eligibility or stated funding preferences. Unless otherwise specified, there are no restrictions on applying to perform activities within a county versus a region of the State. Applicants applying to perform activities in more than one county must provide specific details about each of the activities applying for and in each county, including how their specific population(s) of focus in each county will benefit from those activities and the existing relationships the Applicant has with the population(s) of focus in each county. If the Applicant does not have existing relationships in the county, Applicant must describe how they intend to build those relationships. Applicants are encouraged to apply for activities that meet the needs of their organization's structure and service area.

All funded activities must be conducted in cooperation and collaboration with community members and partners, which can include schools, school districts, clinics, faith-based entities, and other CBOs or LPHAs based on OHA-approved workplans. Development of or collaboration with existing community networks (i.e. community coalitions, collaboratives, collectives etc.) is strongly encouraged by OHA.

**Training and Technical Assistance:** Organizations that are awarded funding in one or more categories below are eligible to receive capacity building, training, and technical assistance, including, but not limited to: fiscal, human resources, equity, policy leadership and advocacy capacities and subject matter areas like communicable disease prevention and climate adaptation.

## 2.4 PROGRAM ELEMENT DESCRIPTIONS

### 2.4.1. Program Element #5002: Environmental Public Health (EPH) Program<sup>1</sup>

The Environmental Public Health Program works to identify, assess and report on threats to human health from exposure to environmental and occupational hazards, and advise Oregon communities on potential risks where they live, work, play and learn.

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<sup>1</sup> <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/Pages/index.aspx>



## Definitions Specific to this Program Element Description

**Climate Anxiety:** A heightened emotional, mental, or somatic distress in response to dangerous changes in the climate system.

**Climate Resilience:** The ability of communities, ecosystems, and systems to anticipate, prepare for, respond to, and recover from the impacts of climate change. It involves adapting to changing conditions—such as more frequent extreme weather events, rising sea levels, and temperature shifts—while minimizing harm to health, economies, and environments.

**Community Resilience Building:** Community-driven planning and action, where residents actively participate in creating strategies to reduce vulnerability, protect health, sustain local resources through education, inclusive decision-making, and collaboration, in the face of ongoing climate changes

**Extreme Heat:** Weather that is much hotter and sometimes more humid than average for a particular time and place. Extreme Heat may also be called a heat wave, leading to heat related illnesses such as heat exhaustion or heat stroke. An Extreme Heat event is any period of one or more days when the temperature is hotter than usual.

**Harmful Chemicals:** Substances that may cause harm to health depending on how a person comes into contact with them, the amount that gets into their bodies, and for how long and how often this occurs. Certain populations are more vulnerable than others to toxic substances in their environment. Examples of Harmful Chemicals include lead and improperly used Pesticides.

**Pesticides:** A Pesticide is any substance used to kill, repel, or control certain forms of plant or animal life that are considered to be pests. Pesticides include herbicides for destroying weeds and other unwanted vegetation, insecticides for controlling a wide variety of insects, fungicides used to prevent the growth of molds and mildew, disinfectants for preventing the spread of bacteria, and compounds used to control mice and rats. Rising temperatures and altered rain patterns are leading to decreased crop resilience, leaving them more vulnerable to pests, leading to increased Pesticide application rates.<sup>2</sup>

**Risk Communication:** The process of sharing information about potential hazards, risks, and protective actions with community members in a way that is clear, accessible, and culturally relevant to increase awareness, build trust, and empower communities to make informed decisions to protect their health and safety.

**Water Insecurity:** Inadequate or inequitable access to clean, safe, and affordable water for drinking, cooking, sanitation, and hygiene. Causes of Water Insecurity can include drought, contaminated water, and high costs for drinking water.

**Water-Borne and Vector (insect)-Borne Illnesses:** Water-borne diseases are diseases caused by bacteria or chemicals in water that people drink, cook with, or play in. Examples include cholera, typhoid, dysentery, gastroenteritis, and hepatitis. Vector (insect)-borne illnesses are diseases spread by insects, such as mosquitoes, ticks, and fleas. Examples include West Nile Virus, malaria, Lyme

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<sup>2</sup> <https://www.fao.org/family-farming/detail/en/c/1635949/#:~:text=Rising%20temperatures%20and%20altered%20rain,in%20turn%20exacerbates%20the%20problem>

disease, Rocky Mountain spotted fever, and ehrlichiosis.

**Wildfire:** An unplanned, unwanted, and uncontrolled fire burning in a natural area. A wildfire can start from natural causes, such as lightning, or by human activities.

**Wildfire Smoke:** A mixture of gases and fine particles from burning trees and other plant material.

a. **Program Element #5002-01: Environmental Public Health**

**(1) Background:**

The goal for this Program Element is to strengthen community-based efforts that address health risks related to climate and environmental hazards. Wildfires, Extreme Heat, water shortages, and pollution are examples of these hazards.<sup>3</sup> Health risks tend to be greater for communities that have historically had fewer resources such as parks, trees, pedestrian safety, and pollution controls. These communities may also have less access to educational and workforce opportunities, with more people in jobs with hazardous working environments.<sup>4</sup> Some communities may have witnessed the decline of neighborhoods over generations, or experienced loss of cultural practices alongside the decline of the environment.<sup>5</sup> Many communities have not been involved in decision-making processes or even been targeted by policies that create unhealthy living environments.

To support solutions that improve health and resilience, Applications for community-led initiatives should focus on:

- Addressing respiratory health impacts from Wildfire Smoke (e.g. asthma)
- Preventing heat-related illnesses during Extreme Heat events
- Reducing climate-related stress and mental health challenges
- Mitigating risks associated with water quality and access<sup>6</sup>
- Limiting exposure to Pesticides and Harmful Chemicals<sup>7</sup>
- Preserving cultural and natural resources essential to community well-being
- Improving environmental conditions that contribute to long-term health and sustainability

**(2) Priority Health Outcomes:**

- (a)** Applicants must connect project goals and project activities to at least one health outcome related to climate change and environmental hazards. Applicants may develop their own health outcomes or select from the list below:

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<sup>3</sup> [https://www.cdc.gov/heat-health/about/index.html?CDC\\_AA\\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fextreme-heat%2Fabout%2Findex.html](https://www.cdc.gov/heat-health/about/index.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fextreme-heat%2Fabout%2Findex.html)  
[https://www.oregon.gov/oha/ph/preparedness/prepare/pages/prepareforextremeheat.aspx?utm\\_source=OHA&utm\\_medium=egov\\_redirect&utm\\_campaign=https%3A%2F%2Fwww.oregon.gov%2Fheat#resources](https://www.oregon.gov/oha/ph/preparedness/prepare/pages/prepareforextremeheat.aspx?utm_source=OHA&utm_medium=egov_redirect&utm_campaign=https%3A%2F%2Fwww.oregon.gov%2Fheat#resources)

<sup>4</sup> [https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/CLIMATECHANGE/Documents/FINAL%20Climate%20Health%20in%20Oregon%202023%20v071124%20\(1\).pdf](https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/CLIMATECHANGE/Documents/FINAL%20Climate%20Health%20in%20Oregon%202023%20v071124%20(1).pdf)

<sup>5</sup> <https://www.oregon.gov/dsl/pages/cultural-resources.aspx>

<sup>6</sup> <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/1e8626.pdf>

<sup>7</sup> <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/HEALTHYNEIGHBORHOODS/TOXICSUBSTANCES/Pages/index.aspx>



- (i) Decreased risk of heat-related injury and illness.
- (ii) Decreased risk of respiratory injury and illness, due to poor air quality, including exposure to Wildfire Smoke.
- (b) Promoted mental health protection and wellbeing against the impacts of climate and environmental exposures.
- (c) Addressed community health risks of polluted water or Water Insecurity.
- (d) Reduced risk of exposures to pollution or Harmful Chemicals, such as Pesticides and consumer products.<sup>8</sup>
- (e) Reduced risk of injury and death from extreme weather conditions or climate-related disasters including flooding and winter storms, Extreme Heat events, and Wildfire Smoke events.
- (f) Reduced exposures to Water-Borne and Vector (insect)-Borne Illnesses.

**(3) Program Goals:**

- (a) Increase community awareness and understanding of health impacts of environmental hazards resulting from climate change, and how Priority Populations are at a higher risk of harm due to past and current inequities.
- (b) Develop strategies for increasing Climate Resilience in ways that center the community's culture, interests, language, and needs.
- (c) Build social resilience by strengthening social bonds and networks among community members, bridges between community groups, and/or linkages with decision-makers in the context of environmental or Climate Resilience.
- (d) Create opportunities for community members for shared restoration and healing from health impacts of climate and environmental inequities.
- (e) Gather and document local climate and environmental risks, and related community strengths and resilience strategies.
- (f) Build policy development and advocacy skills of community members to advance community representation when there are opportunities to inform policies and programs affecting community health as it relates to environmental health and climate change.
- (g) Improve community health education around safe and healthy homes and learning spaces, access to greenspaces, nutrition, and health protection resources.

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<sup>8</sup> <https://www.niehs.nih.gov/health/topics/agents/pesticides>

- (h) Address health risks of long-term environmental health stressors, and the cascading impacts they have on mental health, food, access to health care, housing, income, alternative transportation, and other aspects of well-being.

**(4) Eligible Activities:**

- (a) Develop and deliver culturally responsive climate and health curricula and trainings on environmental health and climate change.

**Examples include:**

- Developing interactive youth workshops on addressing Climate Anxiety and mental health impacts of environmental hazards like Wildfire, Extreme Heat, and drought.
- Developing a workshop series on Climate Resilience through growing and preparing culturally appropriate foods, with a community gardening component. Developing a training or toolkit on the risks and impacts of Wildfire Smoke to vulnerable populations, such as perinatal communities.

- (b) Host community outreach events or education fairs related to Environmental Health and Climate Change that strengthen connections between community members, local partners and decision makers.

**Examples include:**

- Creating and distributing culturally specific education materials or messaging.
- Creating community-based Risk Communication and education platforms or systems (example: social media, community boards, local magazine or newsletter, local radio stations, etc.)
- Hosting an Earth Day celebration that highlights community health and uplifts cultural connection.
- Developing a culturally- and linguistically-tailored social media campaign on topics relating to climate and health risks. Example topics include Pesticide use or Extreme Heat affecting farmworkers.
- Producing a culturally specific documentary on climate change's impact on waterways, first foods, traditional medicines, and culture, with a viewing party.

- (c) Conduct community data collection and needs assessment focused on environmental health and climate change.

**Examples include:**

- Assessing and documenting local climate and environmental risks, along with community strengths and resilience as protective factors.
- Conducting focus groups, story gathering, interviews, surveys, and mapping activities.

- Developing a data inventory, tool, story map, or other product to collect community insights for program and policy development.
- Conducting surveys to collect data on community health experiences related to climate change and environmental hazards to inform program development.
- Developing a story map of qualitative and quantitative data that presents the lived experiences of community members experiencing health impacts from climate change and environmental hazards.

**(d)** Facilitate community leadership development and collaborate with government partners to create climate and environmental health action plans.

**Examples include:**

- Developing or participating in youth leadership programs and including youth in decision-making processes.
- Building policy development and advocacy skills of community members, particularly youth and populations most impacted by layered climate and environmental justice risks.
- Developing or participating in local community health planning activities that focus on the health impacts of environmental hazards and climate change. Examples may include Local Public Health Authority (LPHA) led community health assessments, health equity plans, or climate adaptation plans.
- Working with partners to raise awareness among decision-makers about climate and environmental health impacts, focusing on policies in sectors such as housing, energy, and land use.
- Creating a summer leadership camp that teaches youth how to develop leadership and self-advocacy skills around climate change and environmental hazards listed above.
- Training community members on how to submit testimony and public comment in policy and legislative spaces with a focus on climate change and environmental hazards listed above.
- Participating in a local government led workgroup to advise on a local climate adaptation, transportation, water supply, housing, or other local plans.

**(e)** Lead community-based initiatives to minimize risks and enhance resilience against environmental health and climate impact.

**Examples include:**

- Creating programs, community gatherings, or community specific activities that support Community Resilience Building and/or climate change and health adaptation, prevention, or risk reduction.
- Hosting a tree planting or community greening event that strengthens community access to shared green spaces and

provides education on the Climate Resilience and health benefits of tree canopies and greening.

- Establishing a program for youth to access outdoor recreation activities or green spaces that provide education on the mental and physical health benefits and healing and restoration that occurs through connection with the land.
- Hosting a community mural or storytelling event that create a shared space for community bonding around the health impacts from climate change and environmental hazards listed above.

**(5) Funding Information:**

Applicant's should justify costs with Eligible Activities under this Program Element. OHA is more likely to approve funds under the EPH Program for community-gathering initiatives, such as gardening materials for a community garden with health education, rather than for mass item distribution. Program material costs should not exceed 20% of Applicant's total budget.

**b. Program Element #5002-03: Lower Umatilla Basin Ground Water Management Area (LUBGWMA) Domestic Wells<sup>2</sup>**

**(1) Background:**

In accordance with Oregon's Groundwater Quality Protection Act of 1989, the Oregon Department of Environmental Quality (DEQ) and Oregon Department of Agriculture (ODA) declared the LUBGWMA a groundwater management area in 1990 due to regional nitrate-nitrogen concentrations in groundwater exceeding 7 milligrams per liter (mg/L). This area straddles the northern portions of Morrow and Umatilla counties, and encompasses the cities of Hermiston, Boardman, Irrigon, Stanfield, Echo and nearby unincorporated areas. Over the past 30 years DEQ, ODA and local governmental and nongovernmental organizations have partnered to establish a groundwater management area committee, provide regular nitrate level monitoring, develop educational materials and identify and organize data to track compliance with the voluntary community action plan designed to reduce groundwater nitrate concentrations. However, monitoring well network data show these actions have not sufficiently reduced the nitrate-nitrogen levels to the federal Safe Drinking Water standard of 10 mg/L.

- (2)** Groundwater in parts of Morrow and Umatilla counties have elevated nitrate levels, primarily due to agricultural activities in the region, surpassing the federal Environmental Protection Agency (EPA) Maximum Contaminant Levels. Residents in the Lower Umatilla Basin who use domestic (private) wells for their drinking water may be exposed to unsafe nitrate levels, which can cause health issues, especially for infants and pregnant individuals. Long-term exposure increases the risk of thyroid problems, respiratory issues, and certain cancers. Response efforts include OHA, the Oregon Department of Human Services (ODHS), Morrow and Umatilla County Local Public Health Authorities (LPHA's), local CBOs, and other partners working together to

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<sup>9</sup> <https://www.oregon.gov/oha/PH/HealthyEnvironments/DrinkingWater/SourceWater/DomesticWellSafety/Pages/index.aspx>

ensure residents with well water reporting high nitrate levels have access to safe water. To be eligible to apply for activities through this Program Element, Applicants must be based in the affected regions.

**(3) Priority Health Outcomes:**

- (a)** Reduced community exposures to well-water contaminants, including nitrates
- (b)** Reduced risk of illness due to nitrate consumption

**(4) Eligible Activities:**

Activities will support community engagement related to domestic well testing and safe drinking water in the affected areas of Morrow and Umatilla counties. Applicants may use both staff and volunteers for eligible activities; however, a staff member must accompany volunteers during fieldwork. Selected grant Recipients will be required to attend and participate in OHA-coordinated LUBGWMA focused collaborative workgroups, which convene regularly to coordinate processes and interventions for residents of the area affected by nitrate contamination in groundwater.

**(a) Support Outreach and Education.**

**Examples include:**

- Collaborating with OHA and its partners (e.g., ODHS, LPHAs, and local CBOs) to adapt existing communication materials and create new materials that are culturally and linguistically accessible for lower-income households and populations historically affected by health inequities. Any co-produced materials may be published or released only after joint approval from OHA and its partners.
- Conducting outreach through community programs and events to share OHA information on the health risks of high nitrate levels in domestic well water, access to safe water services for residents with high nitrate levels, and providing guidance on well stewardship.
- Coordinating with OHA, ODHS, LPHAs, local CBOs, and other partners to address barriers accessing safe water services that residents and those seeking assistance may encounter, such as language, technology, or trust.

**(b) Support Well Water Screening and Testing.**

**Examples include:**

- Participating in activities to screen test domestic well water for contaminants, supporting testing activities, and encouraging residents to access well water testing.
- Participating as needed in activities organized by OHA, ODHS and LPHA partners such as door-to-door visits to provide testing and treatment information, collecting domestic well water samples, phone banking to remind households that re-testing is needed,

and offering OHA-provided water screening test kits through programs serving community members and at their community events.

**(c) Support Water Treatment and Maintenance Activities.**

**Examples include:**

- Collaborating with OHA and its partners to refer well water users with elevated nitrate levels to OHA's free in-home drinking water treatment systems and contribute to the development of educational and outreach materials on maintaining these treatment systems.

**(d) Support Water Provision Activities.**

**Examples include:**

- Supporting OHA and partners in providing free bottled water delivery to selected well water users whose nitrate levels are above surpass maximum contaminate levels.

**c. Program Element #5002-04: Preventing Environmental Exposures for Children's Health (PEECH) <sup>10</sup>**

**(1) Background:**

A child's environment significantly impacts their health. Children are more vulnerable than adults to environmental risks because they are constantly growing, breathe more air, consume more food, and drink more water per pound of body weight, and their detoxification systems are still developing. Preventing Environmental Exposures for Children's Health (PEECH) aims to prevent or reduce children's exposure to environmental hazards in places where they learn, play, and grow. These hazards include industrial pollution, poor air and water quality, unsafe housing or recreational areas, certain consumer products, food sources, pesticides, and risks from extreme weather conditions. See the CDC's Agency for Toxic Substances and Disease Registry for more information.<sup>11</sup>

PEECH aims to strengthen the ability of individuals, communities, & organizations to identify, reduce, and eliminate children's exposures.

**(2) PEECH Project Goals:**

PEECH projects should focus on developing and implementing community-based strategies, interventions and partnerships that accomplish one or more of the following goals:

- **Center Community Priorities:** Collaborating with partners and community members to identify the environmental hazards and exposure prevention challenges that are most pressing to children's caregivers and families.

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<sup>10</sup> <https://www.oregon.gov/oha/ph/healthyenvironments/trackingassessment/pages/peech.aspx>

<sup>11</sup> <https://www.atsdr.cdc.gov/index.html>



- **Assess and Tailor Resources:** Collaborating with the community to evaluate resources, policies, and local prevention strategies, adapting them to create accessible, community-based programs that prioritize the needs of children and families.
- **Address Community Priorities:** Developing, delivering, and documenting tailored community programming that strengthens exposure prevention and resilience strategies to address child and family priorities.
- **Develop and Share Work Products:** Selected grant Recipients receiving funds for PEECH activities are encouraged to share at least one work product with OHA and community partners to support the rollout of children's exposure prevention efforts in their communities.

**(3) Priority Health Outcomes:**

- (a) Increased availability and use of effective programming, resources, policies, and processes that prevent exposure to environmental health hazards.
- (b) Increased knowledge and action to identify, reduce, or prevent negative health effects from childhood exposure to hazardous substances and Harmful Chemicals.
- (c) Decreased or prevent childhood exposures to environmental health hazards.

**(4) Eligible Activities**

Applicants may choose from the suggested activities that are listed below or propose others that support PEECH's overarching goals. Suggested activities to support PEECH strategies include, but are not limited to, the following:

- (a) Facilitate group planning processes, such as conducting listening sessions, surveys, community interviews, or community open houses that allow families and partners to share community's children's environmental health priorities and inform the design of effective interventions.
- (b) Gather additional information, data, or resources from existing programs or reports.
- (c) Convene a steering committee that includes partners who can provide ongoing guidance for program development.
- (d) Hold community engagement or education workshops.
- (e) Create and disseminate education materials such as presentations, videos, toolkits, or other media.
- (f) Integrate exposure prevention strategies into existing child-focused programming.
- (g) Develop and implement new child-focused environmental health programming.

## 2.4.2. Program Element #5003: Commercial Tobacco Prevention<sup>12</sup>

### a. Background

Commercial tobacco is the harmful tobacco plant or nicotine products that are mass produced and sold for profit by tobacco companies. Examples of commercial tobacco products include cigarettes, vaping products or e-cigarettes, chewing tobacco, cigars and other products that contain addictive nicotine. The term commercial tobacco is used to separate it from sacred tobacco used by some American Indian/Alaskan Native communities and Tribal Nations in Oregon to promote physical, spiritual, emotional, and community well-being. Commercial tobacco-related disparities are complex. They do not have a single cause or a single solution. OHA seeks to leverage community strengths and wisdom to address and help improve community conditions that can lead people to use tobacco or make some groups more likely to get sick or die from tobacco use. The best way to do this is by building on community strengths and using solutions that reflect the culture and needs of the people affected. These efforts should be led by the community and guided by their voices and traditional practices.

### b. Priority Health Outcomes:

- (1) Decreased the percentage of youth and adults who smoke cigarettes.
- (2) Decreased annual per capita cigarette sales in Oregon.

### c. Eligible Activities:

Activities must be able to connect to commercial tobacco prevention and cessation. Activities must help reduce the impacts of commercial tobacco.

- (1) Collaborate and partner with LPHAs through regular meetings and alignment of planned activities.
- (2) Build capacity by enhancing organizational infrastructure, improving fiscal and human resource management, and supporting program implementation, particularly in regions with limited organizational resources.
- (3) Focus on reducing the impact of commercial tobacco use in communities that face higher risks by offering services developed to meet their specific needs, These include: Tribal communities, and communities that represent different cultures, that speak many different languages, and that have diverse cultural and language needs.
- (4) Implement initiatives that directly address use of commercial tobacco.

#### Examples include:

- Providing holistic support and care tailored to different types of tobacco and in different contexts, and geographic settings (for example, stipends for traditional leaders to teach younger generations about ceremonial or traditional tobacco, opportunities for healing and stress management).
- Enhancing support for and access to culturally appropriate commercial tobacco cessation resources.

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<sup>12</sup> <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/TOBACCPREVENTION/Pages/index.aspx>

- Offering training sessions for community members to build skills in advocating for tobacco policy changes.
  - Supporting local and state policy changes (excluding lobbying) that help protect people in Oregon from the harmful effects of commercial tobacco use and secondhand smoke and encourage healthier social norms.
  - Informing community members about the tobacco industry's targeted and predatory marketing practices.
  - Training and capacity building for health care providers traditional health workers and community health workers supports to address commercial tobacco use and intersections with chronic diseases, including addressing bias in health care providers against mainstream beliefs, practices, and approaches by providing interventions that are tailored and culturally responsive for specific communities.
  - Engaging in efforts that bridge environmental and health justice by addressing toxic waste in communities impacted by discriminatory zoning. This may include targeting cigarette, nicotine, and electronic cigarette waste and pushing for industry accountability.
- (5) Conduct initiatives or data projects that help communities assess their strengths and identify needs in preventing commercial tobacco use.

**Examples include:**

- Conducting community-based and -led research to understand community needs and priorities and address health inequities.
- Conducting community-based and -led evaluation of local programs and/or policies.
- Conducting community-based and -led data collection to understand health risks and assets in the community

### 2.4.3. Program Element #5004: Adolescent and School Health (ASH) <sup>13</sup>

#### Definitions Specific to this Program Element Description

**Positive Youth Development (PYD):** Is a strengths-based approach focused on empowering young people to contribute positively to society, build meaningful connections, and develop a sense of purpose and identity. PYD emphasizes helping youth feel valued, connected to others, and confident in their ability to shape their own future. It involves fostering active engagement across key areas of their lives—such as family, schools, workplaces, communities (e.g., sports, cultural, and religious groups), and peer relationships. PYD is measured through indicators like self-efficacy, self-esteem, resilience, supportive social connections, caring relationships, and community involvement, all of which contribute to a young person's overall well-being and growth

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<sup>13</sup> <https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/Pages/Program-Information.aspx>

**a. Background:**

The Adolescent and School Health Program is comprised of four program areas: policy and assessment, school-based health centers, school nursing, and youth sexual health. OHA's goals are to improve access to quality health services and health education for all youth in Oregon; to provide partners with opportunities to build capacity, learn new information, and improve practice to better meet the needs of all youth in Oregon; and to illuminate the strengths and needs of all youth in Oregon through collection, analysis, and dissemination of accurate and timely data. This funding category supports community-based organizations doing PYD related work.<sup>14</sup>

**b. Priority Health Outcomes:**

- (1) Improved health outcomes, mental health and physical well-being of youth in Oregon.
- (2) Build and strengthen youth connections to family, schools/training programs/workplaces, communities (e.g. through sports, social groups, religious activities, cultural groups, etc.), and peer groups.
- (3) Increased youth self-efficacy, self-esteem, and resilience.

**c. Eligible Activities:**

- (1) Conduct evidence-informed activities to engage and support youth in developing self-efficacy, self-awareness, resilience, conflict management, and problem-solving skills.
- (2) Facilitate youth engagement activities that support positive youth peer groups and community engagement to foster a sense of belonging.
- (3) Build connections and relationships between youth and supportive adults using a strengths-based approach focused on youth empowerment.
- (4) May include promoting positive connections for youth with their families, communities (like sports, religious, and cultural groups), schools, training programs, workplaces, and peer groups.
- (5) Conduct a needs assessment with youth involvement, for planning and implementation of Positive Youth Development and youth engagement activities.

**2.4.4. Program Element #5005: Overdose Prevention<sup>15</sup>**

**a. Background:**

The Injury & Violence Prevention Section works to prevent violence, injuries (such as poisoning and overdose), and suicide throughout Oregon. The program's mission is to lessen the economic, social, and personal impact of injuries. This program's funding is focused on reducing disparities related to substance use and overdose.

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<sup>14</sup> <https://www.myd.govt.nz/working-with-young-people/youth-development-approach.html>

<sup>15</sup> <https://www.oregon.gov/oha/PH/PreventionWellness/SubstanceUse/Opioids/Pages/index.aspx>

**b. Priority Health Outcomes:**

- (1) Increased awareness of the overdose crisis, harm reduction approaches, and evidence-based practices.
- (2) Improved access to culturally responsive overdose prevention resources and services.
- (3) Increased availability to care and services among communities disproportionately affected by overdose.
- (4) Reduced health disparities associated with substance use and overdose.

**c. Eligible Activities:**

- (1) Engage communities on topics related to overdose prevention, harm reduction, and stigma by developing culturally responsive trainings, educational materials, and/or communications initiatives, or by hosting community meetings or educational events.
- (2) Provide culturally or linguistically responsive programming to increase awareness of local harm reduction services and/or to expand distribution of harm reduction materials.
- (3) Connect at-risk community members with resources and services to overcome barriers to care and enhance supportive factors, such as engagement in prevention, treatment, and long-term recovery services.
- (4) Build community or organizational capacity to prevent substance use, substance use-related harms, and overdoses by fostering community partnerships, increasing knowledge on substance use prevention and harm reduction strategies within the community and/or organization, and supporting workforce development.

**d. Unallowable Expenses:**

Overdose prevention funds may not be used for purchasing naloxone, drug “take back” or disposal programs, or direct provision of substance use treatment programs. However, training or connecting people to these resources is allowable.

**2.4.5. Program Element 5008: Community Resilience**

**Definitions Specific to this Program Element Description**

**Community Resilience:** refers to the ability of communities to overcome barriers to essential needs—such as health care, nutritious food, safe housing, and social services—while empowering members to advocate for long-term, sustainable change.

**Background:**

The goal of the Community Resilience category is to fund projects that help communities adapt to adversity and improve health outcomes.

A resilient community is one where people can maintain and improve well-being despite challenges such as economic hardship, health disparities, natural disasters, and social disruptions. Resilient communities adapt to these challenges by building on their strengths and getting the support and resources they need.

Communities across Oregon face unique challenges that shape their priorities and needs. Locally- tailored solutions are essential to strengthening Resilience and advancing community health.

This Program Element uses the local knowledge and trusted roles of community organizations to identify and address stressors, while supporting health solutions led by the community.

This RFGA focuses on projects that address the following two sub-elements:

- Community Connection & Empowerment
- Emergency Preparedness and Response

**a. Program Element #5008-01: Community Resilience: Community Connection & Empowerment:**

**(1) Priority Health Outcomes:**

- (a)** Strengthened community access to public health programs, resources, and services.
- (b)** Increased community utilization of public health programs and services.
- (c)** Increased access to information and education to empower community members to make informed decisions about their health and well-being.
- (d)** Promoted policy and systems changes to increase local decision-making on public health issues impacting the social determinants of health.
- (e)** Achieved a public health system that prioritizes and addresses community-identified needs.
- (f)** Promoted equitable distribution of resources and services that support health and well-being.
- (g)** Built strong collaborative networks with community members, CBOs, LPHAs, and state health authorities.

**(2) Eligible Activities:**

- (a)** Develop initiatives or data projects that help communities better understand their strengths and needs related to community health and well-being.

**Examples include:**

- Conducting community-based and community-led data collection to assess health risks and assets within the community.
- Conducting community-based and community-led evaluation of local programs and/or policies.
- Conducting community-based and community-led assessment to understand community needs and priorities and to address health inequities.



- (b) Develop and continuously improve programs through ongoing evaluation and refinement.

**Examples include:**

- Creating a culturally and linguistically responsive health communication plan for the community.
- Adapting OHA health information to collaboratively create culturally and linguistically responsive formats.
- Assessing best methods of communication to communities served (e.g. radio, podcasts, social media).

- (c) Create accessible spaces for positive socialization, cultural exchange, and community building. Challenging harmful social norms and celebrating diverse cultural traditions.

- (d) Develop or participating in community-led initiatives that build power and ability to address barriers to good health and improve health behaviors (for example, food insecurity, isolation and lack of mental health support, lack of safe housing, etc.).

- (e) Support community members (especially young people) to improve policy development and advocacy skills, and promoting community-led policy change that supports health. This policy change includes changes to public health policies or policies and plans in other sectors that affect social determinants of health (transportation, housing, energy, land use, natural resources, emergency management, etc.).

**Examples include:**

- Educating communities to participate in and inform policy and systems change.
- Participating on coalitions to support community-led health policy.

- (f) Create strategies that connect people of all ages in the community to social and health care services.

- (g) Expand workforce capacity by adding community health workers (CHWs), traditional health workers (THWs), and peer support specialists to provide culturally informed health education, outreach, and support services, improving access to care and health outcomes, particularly for underserved populations.

- (h) Align community efforts with local or regional Community Health Improvement Plans (CHIPs) to ensure coordination, sustainability, and shared accountability for community-identified health priorities.<sup>16</sup>

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<sup>16</sup> <https://www.oregon.gov/oha/ph/about/pages/chips-chas.aspx>  
<https://www.arcgis.com/apps/MapSeries/index.html?appid=8568988df599486f9801edbff9433936>

**Examples include:**

- Engaging community members and partners in CHIP development, implementation, and evaluation.
- Using CHIP goals to inform program planning and identify opportunities for collaboration across sectors.
- Collecting and sharing community-level data to support CHIP monitoring and revision.
- Building feedback loops between community efforts and CHIP strategies to ensure responsiveness to evolving needs.

**b. Program Element #5008-02: Community Resilience: for Emergency Preparedness and Response:**

**(1) Priority Health Outcomes:**

- (a)** Build the organization's capacity to maintain operations during both normal and crisis situations by developing a skilled workforce, flexible processes, and consistent services. This ensures the ability to provide reliable community support and adapt to changing needs during emergencies.
- (b)** Strengthened community preparedness and planning for disaster and emergency response.

**(2) Eligible Activities:**

- (a)** Create a public health emergency risk assessment and report specific to the community and submitting it to OHA to be included in state disaster risk assessments and future investment plans.
- (b)** Staff community disaster resilience advisor(s) to provide guidance to other CBOs, public health agencies, and OHA. The resilience advisors could collaborate with OHA's emergency planning and response teams to review and update emergency response plans.
- (c)** Participate in coalitions to support community-led health policy related to emergency preparedness. Such coalitions may include a Regional Health Care Coalition (RHEC) or Local Emergency Planning Committee ([learn more on the OSFM web site](https://www.oregon.gov/osfm/pages/default.aspx)).<sup>17</sup>
- (d)** Organize emergency exercises that focus on the specific needs and/or risks of a community. These exercises can include workshops or drills. OHA emergency preparedness staff can recommend topics and participants and help connect successful Applicants with other organizations to support additional participation.
- (e)** Build community Resilience for disaster impacts on health, such as readiness for extreme weather events that can lead to hospital visits.

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<sup>17</sup> <https://www.oregon.gov/osfm/pages/default.aspx>

- (f) Build emergency response services to provide to partners and the community & align these services with LPHA or other agencies. (Refer to [objectives for emergency preparedness set by Healthy People 2030](#)).<sup>18</sup>
- (g) Participate in or establishing community-focused emergency coordination systems with community members, community-based organizations, schools/colleges/universities, private businesses, and public agencies.

**Examples include:**

- Participating in existing collaborative spaces, such as OHA listening sessions, Community Organizations Active in Disasters (COADs), and/or Health Care Coalition (HCC) meetings.

- (h) Conduct Continuity of Operations Planning (COOP). Plan, train, equip, and conduct exercises to prepare the community to keep operating during a community emergency and ensure its systems can continue working during a disaster.

**Examples include:**

- Installing backup electrical generators, developing backup water sources or filtration, improving air conditioning and heating for community emergencies, and protecting critical documents and systems.
- Writing disaster recovery plans and training staff.

- (i) Develop other emergency public health and medical services for community disasters. In coordination with state, local, or tribal public health authorities and health care coalitions, support disaster-related activities.

**Examples include:**

- Participating in emergency vaccination services, outbreak monitoring, providing medical personnel, storing medical supplies for emergencies, supporting evacuation, building evacuation shelter services, providing physical or behavioral health care in emergencies, food safety, planning and resources for mass casualty events.

- (j) Strengthen organizational capacity for community health response. Building internal capacities to improve Applicant's impact on community health and Resilience by providing internal staff with the tools, knowledge, and resources they need to strengthen key operational areas, including staff skills, strategic planning, financial management, and program development.

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<sup>18</sup> <https://odphp.health.gov/healthypeople/objectives-and-data/browse-objectives/emergency-preparedness>

**Examples include:**

- Enhancing organizational capacity and community Resilience by training staff to serve as community health workers, peer mentors, or promoters.
- (k) Train emergency service providers on the needs of Applicant's community members in public health emergencies. Partners that provide emergency services typically include public health agencies and other governmental organizations, health care providers, fire and law enforcement, and emergency managers.
- (l) Strengthen Risk Communication for public health emergencies.

**Examples include:**

- Sharing accurate public health information and helping community members address false news reports and rumors.
  - Offering interpretation, translation, and outreach.
  - Participating in OHA's community of practice for emergency Risk Communication. Participation in this activity will provide will allow successful Applicants to have direct input into state emergency communications plans, share community needs, and coordination of community information needs in public health emergencies.
- (m) Promote household emergency preparedness to enable community members to safely remain in their homes after emergencies.

**Examples include:**

- Developing emergency preparedness workshops, in-home consultation, evacuation planning, building emergency documents, and back up electricity for medical devices.
  - Conducting an evaluation of emergency preparedness and implement necessary changes to enhance readiness.
- (n) Develop an Emergency Functional Assessment Service Team (FAST) program: During extreme heat, cold events, or Wildfires, FAST members help individuals with disabilities and access needs obtain necessary resources to live independently in shelters. Examples of FAST programs, such as the one from the [Wisconsin Department of Human Services](https://www.dhs.wisconsin.gov/preparedness/human-services/fast.htm)<sup>19</sup>, are available online. The Applicant community organization leading the program should have experience with this type of work and/or population. Upon request, OHA will help connect successful Applicants to their local emergency management and public health partners to as they build their FAST team.
- (o) Strengthening the community health workforce capacity to serve the community emergencies.

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<sup>19</sup> <https://www.dhs.wisconsin.gov/preparedness/human-services/fast.htm>

**(3) Allowable Expenses**

- Development of communications materials, including translation and dissemination
- Trainings for staff and community
- Heating, cooling, and air purifying devices

**(4) Unallowable Expenses**

- Direct medical or behavioral health services, including but not limited to, payment for durable medical equipment and supplies, vaccines and medications, naloxone and syringes, drug disposal programs, supplies or equipment used to screen people at high risk or to confirm a diagnosis, clinical services.

**2.4.6. Program Element #5009: Communicable Disease Prevention <sup>20</sup>**

**Definitions Specific to this Program Element Description**

**Communicable Disease:** A Communicable Disease is an illness that is spread from one person to another or from an animal to a person, or from a surface or a food, caused by microorganisms such as bacteria, viruses, parasites, and fungi.

**Community Resilience:** refers to the ability of communities to overcome barriers to essential needs—such as health care, nutritious food, safe housing, and social services—while empowering members to advocate for long-term, sustainable change.

**Human Immunodeficiency Virus or (HIV):** The virus that can lead to AIDS (acquired immunodeficiency syndrome), which is the most severe phase of HIV infection. HIV damages a person's body by destroying specific blood cells, called CD4+T cells, which are crucial to helping the body fight diseases.

**Outreach Services:** Activities aimed at identifying people living with HIV who either do not know their status or who know their status but are not receiving medical care, and then linking or re-linking them to care and services. Outreach focuses on people with the highest risk for acquiring HIV, such as those testing positive for syphilis or rectal gonorrhea. Services will reach people who are HIV negative; people who test HIV negative are referred to prevention and risk reduction services.

**Sexually Transmitted Diseases (STD)/Sexually Transmitted Infections (STI):** STI refers to an infection caused by an organism through sexual contact. STD refers to a disease state that has developed from an infection. STD and STI are often used interchangeably but STI is broader and is the preferred term herein. The OHA STD Program provides public health guidance for the three reportable STIs: chlamydia, gonorrhea, and syphilis.

**Tuberculosis (TB):** An infectious disease caused by the bacterium *Mycobacterium tuberculosis*, primarily affecting the lungs but potentially impacting any part of the body. TB spreads through the air when a person with active TB in their lungs or throat coughs, sneezes, laughs, or sings, allowing nearby individuals to inhale the bacteria. While once a leading

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<sup>20</sup> <https://www.oregon.gov/oha/ph/diseasesconditions/communicabledisease/pages/index.aspx>

cause of death in the U.S., TB remains a major global health threat but can be treated and cured.

**Respiratory Syncytial Virus (RSV):** Respiratory Syncytial Virus (RSV) is a seasonal respiratory illness that causes cold-like symptoms in many individuals. In infants and young children, RSV may cause fever, cough, wheeze, decreased appetite and irritability. RSV is the most common cause of severe respiratory infection amount infants and young children—up to 3% of infants are hospitalized each year due to RSV. Both children under the age of two and older adults are at increased risk for severe RSV infection.

**Vaccine Confidence:** The trust people have in vaccines – believing that they are safe, work well, and are important for staying healthy. It also means being willing to get vaccinated and support others in doing the same. This trust is influenced by personal experiences, what people hear from their community, information they get about vaccines, and how much they trust health experts. When more people feel confident in vaccines, more people get vaccinated, which helps protect the whole community from diseases.

**Vaccination Events:** Organized gatherings where resources and support are brought together to provide vaccinations to community members. These events are designed to make it easier for people to access vaccines by offering convenient locations, dates, and times. CBOs may partner with health care providers to set up pop-up clinics, mobile vaccination units, or community health fairs. The goal of these events is to ensure that people can get vaccinated in a safe, welcoming environment, while also providing information about vaccine safety and effectiveness. These events aim to increase vaccine access and encourage higher participation in immunization efforts.

## **Background:**

Communicable Diseases are illnesses that can be spread from one person (or species) to another. This can happen in various ways, such as contact with blood or bodily fluids, or exposure to contaminated surfaces or objects. Public health efforts help prevent the spread of these diseases through collaboration among health care providers, public health agencies, and community members.

While Communicable Diseases can affect anyone, data show that certain populations may face higher risks and more severe outcomes. This is due to factors such as health care access, living conditions, and exposure to environmental and other hazards in the community or on the job.

Addressing these health disparities requires protecting populations at high risk by:

- Developing prevention and control guidelines that are culturally and linguistically responsive.
- Fostering community education and engagement.
- Preparing for Communicable Disease emergencies.
- Reducing vaccine-preventable illnesses; and
- Addressing health inequities in Human Immunodeficiency Virus (HIV), Sexually Transmitted Infections, and Tuberculosis (TB) through implementation of best practice and innovative interventions.



Communicable Disease prevention is a very broad category. This opportunity will focus on funding projects that address the following two Communicable Disease sub-elements:

- Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis (TB)
- Immunizations

**a. Program Element (PE) #5009-01: Communicable Disease: Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis<sup>21</sup>**

**(1) Priority Health Outcomes:**

- Increase access to education, prevention and care for people at increased risk of and/or diagnosed with HIV and other sexually transmitted infections.
- Ensure people at risk for TB receive education, screening, and treatment.

**(2) Eligible Activities:**

Successful applicants will propose projects that include **one or more of the following** activities:

- (a)** Provide Outreach Services to individuals and communities at increased risk for HIV, STI and/or TB infection and with limited access to health care:
  - (i)** Outreach Services support local public health authority (LPHA) activities aimed at preventing HIV/STI and TB in Oregon and in ensuring people with these diseases and their contacts have access to health education, testing, case investigation and treatment services.
  - (ii)** HIV/STI Outreach Services recipients must be members of a Priority Population<sup>22</sup> known through local epidemiology to be at increased risk for HIV/STI infection.
  - (iii)** Any person living with HIV (PLWH) identified through Outreach Services must be linked to the LPHA or other clinical services to ensure follow-up and access to treatment and care.
  - (iv)** CBOs funded to implement Outreach Services should be prepared to assist with cluster and outbreak response, in conjunction with OHA and LPHA(s) in their region, upon OHA request. Specifically, this may mean providing consultation, health education, resources, and linkage to care to community members.
  - (v)** Conduct outreach activities to immigrant communities and other populations disproportionately impacted by TB, such as targeted testing for latent TB infection (LTBI), facilitation of healthcare access, and health education. This may include in-person and virtual workshops, home visits, or group meetings

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<sup>21</sup> <https://www.oregon.gov/oha/PH/DiseasesConditions/HIVSTDViralHepatitis/Pages/index.aspx>

<sup>22</sup> As identified in the 2022 End HIV/STI Oregon 5 Year Strategic Plan, available at: [https://www.endhivoregon.org/wp-content/uploads/2023/08/OHA\\_EndHIVOregon\\_5-year-strategy-1.pdf](https://www.endhivoregon.org/wp-content/uploads/2023/08/OHA_EndHIVOregon_5-year-strategy-1.pdf)

at churches, workplaces, or other community gathering spaces.

- (b)** Refer or provide HIV/STI testing to individuals and communities at increased risk for HIV/STI infection:

  - (i)** CBOs must have a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver and at least two years of experience providing CLIA-waived point-of-care HIV/STI testing and familiarity with state reporting requirements to receive funding to purchase and administer HIV/STI point-of-service test kits in community settings.
  - (ii)** CBOs with a CLIA Certificate of Waiver providing testing must submit a plan to coordinate/communicate testing plans with the LPHA(s) in their service region.
  - (iii)** CBOs without the necessary requirements are encouraged to partner with LPHA or other CLIA-waived CBOs to provide community-based testing.
  - (iv)** Any PLWH identified through testing must be linked to the LPHA or other clinical services to ensure follow-up and access to treatment and care.
  - (v)** CBOs with experience administering mail-order self-test kit programs are encouraged to apply to provide statewide HIV/STI mail-order services.
- (c)** Increase community understanding of the importance of sexual and reproductive health and prenatal care.
- (d)** Provide harm reduction/risk reduction services to the community:

  - (i)** Purchase and distribute condoms in non-clinical environments to specific and defined populations at increased risk for HIV/STI infection.
  - (ii)** Provide access to sterile injection supplies, including syringes, and safe disposal of syringes and injection equipment. May include purchase and maintenance of vending machines to dispense medications and harm reduction supplies.
  - (iii)** Provide linkage to substance use treatment
- (e)** Provide targeted community education to Priority Populations known to be at increased risk for HIV, STI, and/or TB infections.
- (f)** Conduct medical provider education and clinical systems change to support HIV/STI prevention, care, and treatment, including rapid start of HIV antiretrovirals and HIV pre-exposure prophylaxis.
- (g)** Provide supportive services to people engaged in treatment for TB or STI to ensure treatment completion.

  - (i)** Preference will be given to organizations which can serve regional or statewide service areas and have demonstrated experience providing housing and supportive services for people with medical conditions.

- (ii) Supportive services may include housing for up to 360 days during treatment, transportation to support access to medical care, and other supportive services. Housing services must include navigation services to local housing agencies and longer- term housing supports, as needed.
- (iii) Organizations will receive service referrals and authorization from LPHA/OHA for clients in their service region.
- (h) Carrying out other activities consistent with the End HIV/STI Oregon Strategic Plan.<sup>23</sup>
- (i) Other Overall Information about Eligible Activities for Program Element (PE) #5009-01: Communicable Disease: Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis:
  - No broad scope activities, such as those directed to the general public, are allowed. This includes activities in the areas of outreach, education/awareness interventions, condom distribution, and risk reduction activities.
  - Specific activities will be developed and defined in CBO's approved workplan.
  - To facilitate awareness, coordination and to mitigate any duplication of work, a letter of support from the LPHA is required.

**b. Program Element (PE) #5009-02: Communicable Disease: Immunizations<sup>24</sup>**

**(1) Priority Health Outcomes:**

- (a) Increased 2-year-old immunization rates, including for the following: Diphtheria, tetanus, pertussis, polio, measles, Haemophilus influenzae type b (Hib), hepatitis B, varicella (chicken pox), and pneumococcal disease.
- (b) Increased influenza immunization rates for adults 65+.

**(2) Eligible Activities:**

Proposals for the Immunization activities do not have to include Vaccination Events to be considered for funding. Education and promotion activities that support and build Vaccine Confidence will be considered sufficient to support the priority health outcomes. Eligible activities are as follows:

- (a) Provide health education on Communicable Disease such as hepatitis, measles, and other vaccine-preventable diseases.  
  
This can be approached through a variety of strategies such as holding educational events, distributing information in the community, or hosting teaching events. See the Communicable Disease website for more information.
- (b) Engage the community to promote vaccination efforts and support Communicable Disease prevention, with an emphasis on child and

<sup>23</sup> [https://www.endhivoregon.org/wp-content/uploads/2023/08/OHA\\_EndHIVOregon\\_5-year-strategy-1.pdf](https://www.endhivoregon.org/wp-content/uploads/2023/08/OHA_EndHIVOregon_5-year-strategy-1.pdf)

<sup>24</sup> <https://www.oregon.gov/oha/PH/PreventionWellness/VaccinesImmunization/Pages/index.aspx>

adult vaccines for diseases like viral hepatitis, measles, influenza, COVID-19, Respiratory Syncytial Virus (RSV), and more.

This activity should include first connecting with LPHAs to understand the landscape of immunization services in the community.

- (c) Partner with LPHAs and/or community clinics to promote Vaccine Confidence and immunization opportunities.
- (d) Engage with local immunization partners to plan and implement community Vaccination Events.
- (e) Provide culturally and linguistically responsive materials and training for vaccine education and promotion.
- (f) Convene local community partners to identify and address immunization barriers.
- (g) Expand existing clinical immunization services by providers enrolled in a state-supplied vaccine program (i.e., Vaccines for Children (VFC), Vaccine Access Program (VAP)).

**(3) Unallowable Expenses:**

- Vaccines
- Medications
- Or provision of medical services outside of clinical immunization services.

## **SECTION 3: PROCUREMENT REQUIREMENTS**

### **3.1 MINIMUM QUALIFICATIONS**

To apply, Applicants must be registered with the Oregon Secretary of State and be primarily located in Oregon. However, prospective Applicants that do not meet this requirement may still apply by first entering into an agreement with a Fiscal Sponsor. The Fiscal Sponsor will be the entity that enters into a Grant Agreement with OHA.

In addition to the registration and geographical requirement, Applicants must, either individually or through partnership with a Fiscal Sponsor, be one of the following types of entities:

- A CBO that provides Culturally Responsive Services to communities in Oregon that are disproportionately impacted by health inequities.
- A 501(c)(3) that is a federally qualified health centers that provide Culturally Responsive services to communities in Oregon that are disproportionately impacted by health inequities.
- A CBO with a current Public Health Equity grant from OHA that is in good standing. Good standing means that activities are being performed, reports are up to date, any corrective action has been completed and there has been deemed no breach of agreement.

**The following prospective Applicants are not eligible to apply to this RFGA:**

- Health systems and for-profit organizations. For the purposes of eligibility, “health systems” are defined as organizations that include at least one hospital and at least one group of physicians that provides comprehensive care (including primary and specialty care) who are connected with each other and with the hospital through common ownership or joint management.
- Education Service Districts (ESDs), school districts and school-based health centers. These entities are government agencies, and therefore ineligible. However, community-based organizations

(CBOs) may partner with ESDs or school districts as part of their project, but the primary applicant must be an eligible CBO.

- Organizations that are contracted by the governing body of a local public health authority (LPHA) as defined in Section 2.2 of this RFGA to support in whole, with the exception of governance functions, any LPHA responsibility outlined in Oregon Administrative Rule (OAR) 333-014-0550.
- Local Public Health Authorities.
- Current CBOs not in good standing with an existing Public Health Equity grant.
- Organizations that are not in good standing with the Charitable Activities Section of the Oregon Department of Justice.

## **3.2 MINIMUM SUBMISSION REQUIREMENTS**

### **3.2.1 Application Submissions**

Applications must be submitted electronically through WebGrants at: [Public Health Equity Application Page 6030](#) During the submission of an Application, Applicants must:

- Complete all Application Questions;
- Complete all Project Plan Questions, including answering one set of questions for each funding category requested;
- Complete Budget Form for each funding category requested;
- Complete and upload Attachment A “Applicant Information and Certification Sheet”;
- Complete and upload Attachment B “Disclosure Exemption Affidavit”; and
- Complete and upload Attachment C “Responsibility Inquiry”.

### **3.2.2 Authorized Representative Signature**

Applications must be signed by an authorized representative of the Applicant. Failure of Applicant’s authorized representative to sign the Application may result in rejection of the Application by OHA. OHA in its sole discretion may allow Applicants to cure a signature deficiency.

### **3.2.3 WebGrants Registration**

In order to register for WebGrants Applicant must answer the following questions:

#### **a. Organization (Not Scored)**

What is the name of your organization? If applicable, please provide the name as it is registered with the Oregon Secretary of State.

What is the name of your DBA (Doing Business As), if you have one that is registered with the Oregon Secretary of State?

What is your organization’s tax ID employer identification number/tax identification number (EIN/TIN)?

Do you have a Fiscal Sponsor?

What is the name of your Fiscal Sponsor if you have one (as it is registered with the Oregon Secretary of State)?

Are you a single CBO or a partnership or coalition?

If you have a Fiscal Sponsor, what is your Fiscal Sponsor’s tax ID (EIN/TIN)?

If you are a partnership or coalition, list the organizations' names and their roles.

Do you have a website?

If yes, please provide a link to your organization's website:

**b. Mission (Not Scored)**

- (1) What is the mission of your organization?
- (2) In a few sentences, tell us about the history of your organization.
- (3) Describe the population(s) you serve.
  - (a) Describe your organization's experience working with this population.
  - (b) How will this funding support community needs? Feel free to include data (quantitative or qualitative) to support your response.

**c. Staff (Not Scored)**

- (1) How do your staff or board members reflect the cultural and language needs of the population(s) that you will serve?
- (2) Do you have community health workers (CHWs), traditional health workers (THWs), and/or health care interpreters (HCIs) on staff? As applicable, please describe the following:
  - (a) What positions will be filled by community health workers?
  - (b) What positions will be filled by traditional health workers?
  - (c) What positions will be filled by health care interpreters?
  - (d) If your organization had the opportunity, would you be interested in training a Community Health Worker (CHW) to support your mission?

**d. Cultural Responsiveness (Not Scored)**

What considerations or practices does your organization use to meet community needs in culturally responsive ways?

### **3.3 APPLICATION REQUIREMENTS**

Applications must address each of the items listed in WebGrants and meet all other requirements set forth in this RFGA. A detailed project plan and budget for each requested funding category is required. A project plan that merely offers to perform the activities as stated in this RFGA may be considered non-Responsive to this RFGA and will not be considered further.

#### **3.3.1 Applicant Information and Certification Sheet**

Applicant shall complete and submit the Applicant Information and Certification Sheet (Attachment A). If Applicant has a Fiscal Sponsor, Fiscal Sponsor must also complete Attachment A.

Failure to demonstrate compliance with Oregon Tax Laws and sign the Applicant Information and Certification Sheet may result in a finding of non-Responsibility.

#### **3.3.2 501(c)(3) Determination**

Applicant shall upload a copy of their 501(c)(3) determination letter, if Applicant has a Fiscal Sponsor the Fiscal Sponsors determination letter must be uploaded.



### 3.3.3 LETTERS OF SUPPORT

Applicant is required to submit two letters of support from organizations or individuals that are familiar with the Applicants work in the community. Letters of Support must be completed by the supporter, returned to the Applicant and uploaded to WebGrants.

### 3.3.4 Project Plan Questions

Project plan answers should be straightforward and address the requests of each funding category/Program Element the Applicant is requesting to be funded. Questions that are scored are marked with the total points available after each scored question. The following questions will need to be answered separately for each funding category requested.

- a. **What is the name/title of your project?**
- b. **Which funding category is this project plan for? (Note: you will need to complete a separate project plan for each category you are applying to): [Select one box]**
  - Environmental Public Health
  - Preventing Environmental Exposures for Children's Health
  - LUBGWMA Domestic Wells
  - Communicable Disease: Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis
  - Communicable Disease: Immunizations
  - Community Resiliency: Community Connection & Empowerment
  - Community Resiliency: Emergency Preparedness and Response
  - Commercial Tobacco Prevention
  - Overdose Prevention
  - Adolescent and School Health

### Project Demographics

- c. **Where is the project located? (select all that apply)**

○ Baker County	○ Harney County
○ Benton County	○ Hood River County
○ Clackamas County	○ Jackson County
○ Clatsop County	○ Jefferson County
○ Columbia County	○ Josephine County
○ Coos County	○ Klamath County
○ Crook County	○ Lake County
○ Curry County	○ Lane County
○ Deschutes County	○ Lincoln County
○ Douglas County	○ Linn County
○ Gilliam County	○ Malheur County
○ Grant County	○ Marion County

- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

**d. Of the counties where this project will be based, in which ones will your organization have local staff or on-the-ground staff to support implementation? (select all that apply)**

- Baker County
- Benton County
- Clackamas County
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

**e. What languages will you offer services in? (select all that apply)**

- English (only)
- Spanish
- Vietnamese
- Chinese
- Russian
- Ukrainian
- German
- Tagalog
- Japanese
- Korean
- Ilocano, Samoan, Hawaiian or other Austronesian languages
- French
- Arabic

- Hindi
- Thai, Lao, or Other Tai-Kadai languages
- Other language not listed

**f. What specific communities or underserved communities will this project serve? (select all that apply)**

- African and African immigrant community
- African American/Black communities
- American Indian/Alaska Native communities
- Asian communities
- Disability communities
- Environmental justice communities<sup>25</sup>
- Faith communities
- Hispanic/Latino/a/x communities
- Houseless communities
- Immigrant and refugee communities
- Individuals who were previously incarcerated
- LGBTQIA2+ communities
- Middle Eastern or Northern African communities
- Migrant and seasonal farmworkers
- Native Hawaiian/Pacific Islander communities
- Older Adults
- Perinatal/maternal and infant communities
- Rural communities
- Tribal communities
- Undocumented communities
- Youth and young persons
- Other category not listed

## **Project Plan**

The purpose of the following questions is to outline the goals, objectives, and activities that an Applicant aims to achieve with the funding category applied for through this RFGA, covering the period from January 1, 2026 to June 30, 2027. The questions will assist Applicants in articulating and organizing their proposed initiatives, while also providing OHA with insight into how the project plan will target priority health outcomes identified in

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<sup>25</sup> <https://olis.oregonlegislature.gov/liz/2022R1/Downloads/MeasureDocument/HB4077/Enrolled>

the relevant funding category. The answers to these questions will help to develop the workplan if offered an agreement.

**Please Note:**

- Applicants are encouraged to connect with Local Public Health Authorities (LPHAs) when developing their project plan to discuss priorities and opportunities for collaboration. This process aims to foster strong partnerships; however, Applicants do not require LPHA approval for activities unrelated to LPHA work. Project plans should align with the priority health outcomes outlined in this RFGA, addressing the needs and priorities of the communities served, while staying within the funding limits.
- Review the funding categories in this RFGA and explain how your project plan will lead to your health outcomes and advance your goal.

**PURPOSE**

- g. In two paragraphs, explain the purpose of your project and how it will benefit residents both in the short-term and long-term once completed.**

**(Total Points Available 20)**

**GOAL**

- h. What is the goal of this project? A goal is a broad statement about the long-term expectation of what should happen because of your project (the desired result). For example: To educate youth on the importance of healthy eating habits and empower them to make better food choices that support their long-term health and well-being.**

**(Total Points Available 10)**

**OBJECTIVES, ACTIVITIES, & TIMELINES**

- i. What is/are your project's objective(s)?** Objectives describe the results to be achieved and how they will be achieved. Objectives are S.M.A.R.T. (specific, measurable, achievable, relevant, and time-bound). Multiple objectives are generally needed to address a single goal. Please list objective(s) under the examples listed below.

**(Total Points Available 10)**

**Example 1:**

**Objective 1:** *Improve the nutrition knowledge of 80% of the youth participants by 20%*

**Activity 1:** *Develop a 12-week nutrition program*

**Timeline for Activity:** *(Feb 2026-Feb 2027)*

**County/counties where this activity is being conducted:** *Polk County*

**Objective 2:** *Impact 70% of youth participants to adopt at least two new healthy eating habits*

**Activity 2:** *Create and provide pre and post program assessments and surveys*

**Timeline for Activity:** *(Feb-March 2026, January-Feb 2027)*

**County/counties where this activity is being conducted:** *Polk County*

**Example 2:**

**Objective 1:** Host a community listening session to identify overdose prevention priorities by August 31, 2026.

**Activity 1:** Recruit listening session participants

**Timeline for Activity:** (June-Aug 2026)

**County/counties where this activity is being conducted:** Benton County

**Activity 2:** Develop agenda and identify facilitators

**Timeline for Activity:** (July 2026)

**County/counties where this activity is being conducted:** Benton County

**Objective 2:** Implement a harm reduction program by Dec 2026

**Activity 1:** Enroll in the Save Lives Oregon Supply Clearinghouse

**Timeline for Activity:** (Sep 2026)

**County/counties where this activity is being conducted:** Washington, Clackamas

**Activity 2:** Provide staff with harm reduction training

**Timeline for Activity:** (Sept-Nov 2026)

**County/counties where this activity is being conducted:** Washington, Clackamas

**Example 3:**

**Objective 1:** Provide STI education to Community Health Workers at 12 organizations

**Activity 1:** Develop draft train-the-trainer STI curriculum for Community Health Workers

**Timeline for Activity:** (Feb 2026-Apr 2027)

**County/counties where this activity is being conducted:** Grant and Harney

**Activity 2:** Deliver training to 150 Community Health Workers in Grant and Harney Counties

**Timeline for Activity:** (May 2026-July 2027)

**County/counties where this activity is being conducted:** Grant and Harney

**Objective 2:** Integrate STI education into Community Health Workers' encounters w/ community members

**Activity 1:** Develop patient education materials for distribution

**Timeline for Activity:** (Sept 2027-Oct 2027)

**County/counties where this activity is being conducted:** Grant, Harney

**Activity 2:** Develop a tracking system to document trainings provided

**Timeline for Activity:** (Nov-Dec 2027)

**County/counties where this activity is being conducted:** Grant, Harney

**Objective 1:** \_\_\_\_\_

**Activity 1**

**Timeline 1:**

**County/Counties:**

**Activity 2**

**Timeline 2:**

**County/Counties:**

**Activity 3**

**Timeline 3:**

**County/Counties:**

**Objective 2:** \_\_\_\_\_

**Activity 1**

**Timeline 1:**

**County/Counties:**

**Activity 2**

**Timeline 2:**

**County/Counties:**

**Activity 3**

**Timeline 3:**

**County/Counties:**

**Objective 3:** \_\_\_\_\_

**Activity 1**

**Timeline 1:**

**County/Counties:**

**Activity 2**

**Timeline 2:**

**County/Counties:**

**Activity 3**

**Timeline 3:**

**County/Counties:**

- j. **How do your project activities support your overall project goal and intended health outcomes?**

**(Total Points Available 20)**

**Partnerships & Experience**

- k. **How will you work with Local Public Health Authorities in the counties where your project will take place? Please provide examples of possible activities or partnership strategies. If you're not collaborating with them, would you like help connecting with a Local Public Health Authority?**

**(Total Points Available 5)**

**Example 1:** Partnering with Local Public Health Authorities to identify vaccine access points within a county

**Example 2:** Supporting Local Public Health Authorities Community Health Improvement Plan (CHIP)(as it relates to the funding category)

**Example 3:** Joining efforts with Local Public Health Authorities for outreach to community - for instance, during emerging priorities

**Example 4:** Partnering with Local Public Health Authorities for community events, to provide community with resources

**Example 5:** Providing community expertise regarding climate and environmental health to Local Public Health Authorities as they conduct community health needs assessments and develop plans to advance health equity

- l. List other collaborations or partnerships that will support the project.** What role will they have? (examples of partners include schools, faith houses/churches or other community-based organizations).

**(Not Scored)**

- m. Please describe your organization's experience supporting this type of work.**

**(Total Points Available 5)**

**Evaluation**

- n. How will you track and assess if your planned activities were successfully completed?** (Process evaluation)

**(Total Points Available 20)**

- o. How will you measure whether your project had the desired effect in your community?** (Impact evaluation)

**(Total Points Available 10)**

**3.4 PROPOSED BUDGET**

Budgets should match the proposed activities. Budget must be completed in WebGrants. Applicant must complete a separate Budget for each funding category being requested. Proposed budgets may not be awarded in the amount requested, proposed budgets may be adjusted up or down at OHA's discretion, depending on the funding available in each category and region. A budget guidance document is available for your reference located here: [CBO PH Equity Funding Page](#).

**Disclosure Regarding Funding Limits**

Please note that while partnerships are encouraged, the total funded amount to any Applicant (whether an individual organization or a partnership) is subject to the funding limits outlined in this RFGA. Multiple Applications or partnerships may not be used to circumvent these limits.

- If two or more organizations apply jointly or through any other partnership structure, the combined total amount of funding requested cannot exceed the allowable limit per Applicant as specified in this RFGA.
- Fiscal Sponsors and subcontracted organizations may not request or receive a disproportionate share of funds that would push the total funding above the maximum

allowable limit for any individual Applicant.

- Within any partnership, one organization must be designated as the primary entity to receive the funds and assume full responsibility for managing the grant. The primary organization will be responsible for ensuring all activities are completed as proposed, and if any partner is unable to fulfill their part, the primary organization will be accountable for addressing the issue.
- OHA reserves the right to review and adjust funding allocations if it is determined that any Applicant is attempting to circumvent the funding limits through creative or excessive structuring of partnerships.



Below is an example of the budget template summary that will auto-populate in WebGrants as the applicant completes the budget for each individual Program Element (PE) for which they are applying.

### Example of Proposed Budget Summary Template

	Program Areas										
Budget Categories	Environmental Public Health and Climate Change, Communicable Disease Prevention and/or Emergency Preparedness	Lower Umatilla Basin Domestic Wells	Preventing Environmental Exposures for Children's Health PEECH	Commercial Tobacco Prevention	Adolescent and School Health	Overdose Prevention	Community Resilience: Community Connect & Empowerment	Community Resilience: Emergency Preparedness & Response	Communicable Disease Prevention: Prevention of HIV, Sexually Transmitted Infections, and Tuberculosis	Communicable Disease Prevention: Immunization	Total
(1) Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(2) Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(3) Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(4) Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(5) Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(6) Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(7) Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(8) Total Direct Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(9) Cost Allocation and Indirect Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(10) TOTALS BY PROGRAM AREA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## **SECTION 4: APPLICATION PROCESS**

### **4.1 PUBLIC NOTICE**

The entire RFGA and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Applicants. To submit an Application, use through OHA's WebGrants platform located at: [Public Health Equity RFGA 6030](#). DO NOT upload an Application to OregonBuys. For the purposes of this RFGA, OregonBuys is being used for OHA to disseminate information only, and is not being used for Applicants to submit information to OHA.

Modifications, if any, to this RFGA will be made by written Addenda published in OregonBuys. Prospective Applicant is solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. Addenda, once published in OregonBuys, are incorporated into the RFGA by this reference.

### **4.2 INFORMATIONAL WEBINARS AND VIRTUAL OPEN OFFICE HOURS**

Six informational webinars (four English and two Spanish) will be held at the dates and times listed in the Schedule in Section 1.2. OHA will host three virtual open office hours. Prospective Applicants' participation in these events is highly encouraged but not mandatory.

The purpose of the informational webinars and the virtual open office hours is to:

- Provide additional description of and answer any questions related to the projects, funding categories, and Program Elements;
- Explain the RFGA process; and

Statements made at the events are not binding upon OHA. Applicants may be required to submit questions in writing.

### **4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS**

All inquiries, whether relating to the RFGA process, administration, deadline or method of award, or to the intent or technical aspects of the RFGA must:

- Be delivered to the SPC via email;
- Reference the OHA RFGA number 6030;
- Identify Applicant's name and contact information;
- Refer to the specific area of the RFGA being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule in Section 1.2.

### **4.4 APPLICATION DELIVERY OPTIONS**

Applicant is solely responsible for ensuring its Application is successfully submitted on the WebGrants platform and all required documents have been uploaded. OHA is not responsible for any technical issues that have not been relayed to OHA through the SPC on Page 1 of this RFGA. This is the only means of submission for this RFGA.

### **4.5 APPLICATION MODIFICATION OR WITHDRAWAL**

If an Applicant wishes to make modifications to a submitted Application, the Applicant must make the changes in WebGrants and resubmit its Application prior to the Closing Date of this RFGA.

#### **4.6 APPLICATION DUE**

An Application (including all required submittal items) must be received by OHA on the WebGrants platform before Closing. All Application modifications or withdrawals must also be received prior to Closing.

#### **4.7 OPENING OF APPLICATIONS**

There will not be public Opening of Applications. A list of the Applicants is available upon request, only the name of the Applicant will be shared, no other information will be made available at that time. Applications will be available for inspection after the evaluation process has been completed, any and all protests have been resolved, and the notice of Intent to Award is issued.

#### **4.8 APPLICATION REJECTION**

OHA may reject an Application for any of the following reasons:

- Applicant fails to substantially comply with all prescribed RFGA procedures and requirements, including but not limited to the requirement that Applicant's authorized representative sign the Application.
- Applicant has liquidated and delinquent debt owed to the State or any department or agency of the State.
- Applicant has an unresolved contract dispute or is in default in a contract with the State or any department or agency of the State.
- Applicant fails to meet the responsibility requirements of this RFGA.
- Applicant makes any contact regarding this RFGA with State representatives such as State employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.
- Applicant attempts to influence a member of the Evaluation Committee.
- Application is conditioned on OHA's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in this RFGA, Attachments, or Addenda.

#### **4.9 EVALUATION PROCESS**

##### **4.9.1 Responsiveness and Responsibility Determination**

###### **a. Responsiveness determination**

An Application received prior to Opening will be reviewed to determine if it is Responsive to all RFGA requirements including compliance with Section 3.1 (Minimum Qualifications) and Section 3.2 (Minimum Submission Requirements). If the Application is unclear, the SPC may request clarification from Applicant. However, clarifications may not be used to rehabilitate a non-Responsive Application. If the SPC finds the Application non-Responsive, the Application may be rejected; however, OHA may waive mistakes in its sole discretion.

###### **b. Responsibility Determination**

OHA will determine if an apparent successful Applicant is Responsible prior to award and execution of the Grant Agreement. Applicants shall submit a signed Responsibility Inquiry form (Attachment G) with Application.

At any time prior to award, OHA may reject an Applicant found to be not Responsible.

#### **4.9.2 EVALUATION CRITERIA**

Each Applicant meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and OHA may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this Section up to the maximum points available as specified in Section 4.11 (Point and Score Calculation).

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of an Application. A response to a clarification request may only clarify or explain portions of the already submitted Application and may not contain new information not included in the original Application.

#### 4.10 POINT AND SCORE CALCULATIONS

Points are the total possible for each of the questions in Section 3.3.4. There is a total of 100 points possible. Some questions are not scored, however they must be answered. The following Rubrik describes what is scored and what is considered in setting the score:

Question	Does not meet	Partially Meets	Meets
3.3.4.a. What is the name/title of your project? <b>(NOT SCORED)</b>	Not answered	N/A	Answered
3.3.4.b. Which funding category is this project plan for? <b>(NOT SCORED)</b>	Not answered	N/A	Answered
<b>Project Demographics</b>			
3.3.4.c. Where is the project located? <b>(NOT SCORED)</b>	Not answered	N/A	Answered
3.3.4.d. Of the counties where this project will be based, in which ones will your organization have local staff or on-the- ground staff to support implementation? <b>(NOT SCORED)</b>	Not answered	N/A	Answered
3.3.4.e. What languages will you offer services in? <b>(NOT SCORED)</b>	Not answered	N/A	Answered
3.3.4.f. What specific communities or underserved communities will this project serve? <b>(NOT SCORED)</b>	Not answered	N/A	Answered

## Project Plan

	(0 points)	(10 Points)	(20 Points)
<p><b>3.3.4.g. In two paragraphs, explain the purpose of your project and how it will benefit residents both in the short-term and long-term once completed.</b></p>	<ul style="list-style-type: none"> <li>• <b>Lack of clarity or relevance:</b> <ul style="list-style-type: none"> <li>○ Explanation of the purpose of the project is not clear, concise, or relevant to the funding category.</li> <li>○ Contains vague or generic statements without directly addressing the project's purpose.</li> </ul> </li> <li>• <b>Lacks connection to residents:</b> <ul style="list-style-type: none"> <li>○ Does not explain how the project will benefit residents specifically.</li> <li>○ Does not clearly connect the project to the specific needs, challenges, or characteristics of the target community.</li> </ul> </li> <li>• <b>Doesn't address both short-term and long-term benefits:</b> <ul style="list-style-type: none"> <li>○ Omits discussion of either short-term or long-term benefits entirely.</li> <li>○ Provides benefits that are too abstract or disconnected from the project's stated purpose.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lack of full clarity or detail</b> <ul style="list-style-type: none"> <li>○ Provides a general explanation of the project's purpose but leaves some aspects vague or incomplete.</li> <li>○ Includes some relevant details but does not fully communicate the project's purpose.</li> </ul> </li> <li>• <b>Partially connects benefits to residents</b> <ul style="list-style-type: none"> <li>○ Mentions some ways the project will benefit residents but lacks depth or specificity.</li> <li>○ Focuses more on general benefits or organizational outcomes without fully tying them to resident impact.</li> </ul> </li> <li>• <b>Addresses short-term or long-term benefits, but not both</b> <ul style="list-style-type: none"> <li>○ Discusses either short-term or long-term benefits but fails to adequately address the other.</li> <li>○ Provides limited or surface-level information about one or both types of benefits.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear description of purpose:</b> <ul style="list-style-type: none"> <li>○ The response clearly explains the primary purpose of the project, detailing what the project aims to achieve.</li> </ul> </li> <li>• <b>Alignment with community needs:</b> <ul style="list-style-type: none"> <li>○ The purpose is linked to addressing specific needs or challenges within the community.</li> </ul> </li> <li>• <b>Focus on impact:</b> <ul style="list-style-type: none"> <li>○ The response shows how the project will make a meaningful difference or improvement to residents' lives.</li> </ul> </li> <li>• <b>Short-term benefits:</b> <ul style="list-style-type: none"> <li>○ The response identifies specific, realistic benefits that residents will experience in the short term (e.g., immediate relief, improved access to services, or resources).</li> </ul> </li> <li>• <b>Long-term benefits:</b> <ul style="list-style-type: none"> <li>○ The response outlines longer-term benefits, including sustainable changes or improvements in the community that will last after the project is completed.</li> </ul> </li> </ul>

	(0 points)	(5 Points)	(10 Points)
<p><b>3.3.4.h. What is the goal of this project?</b> A goal is a broad statement about the long-term expectation of what should happen because of your project (the desired result). <i>For example: To educate youth on the importance of healthy eating habits and empower them to make better food choices that support their long-term health and well-being.</i></p>	<ul style="list-style-type: none"> <li>• <b>Lacks a clear, broad goal:</b> <ul style="list-style-type: none"> <li>○ Does not provide a goal that aligns with the definition of a broad, long-term expectation.</li> <li>○ Focuses on specific tasks or activities instead of the overarching desired result</li> </ul> </li> <li>• <b>The goal is not realistic given the scope of the project:</b> <ul style="list-style-type: none"> <li>○ States a goal that is overly ambitious or unrealistic given the project's scope, resources, or timeline.</li> </ul> </li> <li>• <b>Fails to connect to the project's purpose:</b> <ul style="list-style-type: none"> <li>○ The stated goal does not align with or reflect the purpose of the project.</li> <li>○ The goal appears disconnected from the project's intended purpose or broader impact.</li> </ul> </li> <li>• <b>Too narrow or short-term in focus:</b> <ul style="list-style-type: none"> <li>○ Describes objectives, outputs, or milestones rather than a broad, long-term expectation</li> </ul> </li> <li>• <b>Lacks relevance to the target community:</b> <ul style="list-style-type: none"> <li>○ Connection to how the goal will affect or benefit the community, residents, or other interested parties, is unclear</li> <li>○ Appears unrelated to the needs or priorities of those impacted by the project</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Limited clarity</b> <ul style="list-style-type: none"> <li>○ The goal is understandable but lacks depth.</li> <li>○ Touches on key elements of the goal but leaves gaps that make it less compelling.</li> </ul> </li> <li>• <b>Mostly realistic:</b> <ul style="list-style-type: none"> <li>○ The goal is mostly realistic but may include aspects that seem overly optimistic or underdeveloped.</li> </ul> </li> <li>• <b>Broadly connected to project's purpose:</b> <ul style="list-style-type: none"> <li>○ Provides a goal that is broadly aligned with the project's purpose but is not fully articulated.</li> </ul> </li> <li>• <b>Limited relevance to the target community:</b> <ul style="list-style-type: none"> <li>○ Connection to how the goal will affect or benefit the community, residents, or other interested parties, is not fully clear</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clearly defines a broad, long-term goal:</b> <ul style="list-style-type: none"> <li>○ States a goal that reflects a broad and overarching desired result, consistent with the project's purpose, and that connects to the community or population being served.</li> <li>○ Articulates a clear vision of what the project aims to achieve in the long run.</li> </ul> </li> <li>• <b>The goal is realistic:</b> <ul style="list-style-type: none"> <li>○ Reflects a goal that is ambitious yet feasible, given the project's scope, resources, and constraints.</li> </ul> </li> <li>• <b>Alignment with project's purpose:</b> <ul style="list-style-type: none"> <li>○ The goal is directly tied to the project's purpose.</li> </ul> </li> <li>• <b>Specific enough to provide direction:</b> <ul style="list-style-type: none"> <li>○ While broad, the goal avoids being overly vague.</li> <li>○ Provides enough clarity to guide the project's expected outcomes.</li> </ul> </li> <li>• <b>Addresses the needs of the target community:</b> <ul style="list-style-type: none"> <li>○ Connection to how the goal will positively impact the community, residents, or other interested parties, is clear.</li> </ul> </li> </ul>

	(0 points)	(5 Points)	(10 Points)
<p><b>3.3.4.i. What is/are your project's objective(s)?</b></p> <p>Objectives describe the results to be achieved and how they will be achieved. <u>Objectives are S.M.A.R.T.</u> (specific, measurable, achievable, relevant, and time-bound). Multiple objectives are generally needed to address a single goal. <i>(Please refer to project plan template for examples of objectives).</i></p>	<ul style="list-style-type: none"> <li>• <b>Lack specificity:</b> <ul style="list-style-type: none"> <li>○ Objective(s) is/are vague, overly broad, or not clearly defined.</li> <li>○ Do not specify what is to be achieved, how it will be achieved, or who will be impacted.</li> </ul> </li> <li>• <b>Not measurable:</b> <ul style="list-style-type: none"> <li>○ Lack quantifiable elements or benchmarks.</li> </ul> </li> <li>• <b>Unrealistic or unachievable:</b> <ul style="list-style-type: none"> <li>○ Describe objectives that are overly ambitious or impractical given the project's scope, resources, or timeline.</li> </ul> </li> <li>• <b>Irrelevant to the goal</b> <ul style="list-style-type: none"> <li>○ Objectives do not align with the stated goal or the purpose of the project.</li> <li>○ Includes objectives that are disconnected from the project's intended outcomes.</li> </ul> </li> <li>• <b>Not time-bound</b> <ul style="list-style-type: none"> <li>○ Do not include a clear timeline for achieving the objectives.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Inconsistent quality of objectives</b> <ul style="list-style-type: none"> <li>○ While some objectives may meet the S.M.A.R.T. criteria, the overall response is weakened by others that do not.</li> <li>○ The response does not demonstrate a consistent standard of well-defined objectives</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Specific:</b> <ul style="list-style-type: none"> <li>○ Objective(s) is/are clearly defined and aligned with the project's goal.</li> </ul> </li> <li>• <b>Measurable:</b> <ul style="list-style-type: none"> <li>○ Provide clear indicators or numbers to show how things will be measured</li> </ul> </li> <li>• <b>Achievable:</b> <ul style="list-style-type: none"> <li>○ Objectives are realistic and attainable within the project's scope, resources, and timeline.</li> </ul> </li> <li>• <b>Relevant:</b> <ul style="list-style-type: none"> <li>○ Align directly with the project's stated goal and overall purpose.</li> </ul> </li> <li>• <b>Time-bound:</b> <ul style="list-style-type: none"> <li>○ Specify clear deadlines or timeframes for achieving each objective.</li> </ul> </li> <li>• <b>Quality:</b> <ul style="list-style-type: none"> <li>○ Most (more than half) of the objectives meet the S.M.A.R.T. criteria.</li> <li>○ Objective(s) is/are specific enough to show a clear outcome (e.g., improving knowledge, adopting behaviors).</li> </ul> </li> </ul>



	(0 points)	(10 Points)	(20 Points)
3.3.4.j. How do your project activities support your overall project goal and intended health outcomes?	<ul style="list-style-type: none"> <li>• <b>Unclear connection to project objective</b> <ul style="list-style-type: none"> <li>○ The described activities do not directly relate to or support the overall project's objective or goal.</li> <li>○ Does not explain how the activities contribute to achieving the desired health outcomes.</li> </ul> </li> <li>• <b>Out of scope</b> <ul style="list-style-type: none"> <li>○ The activities proposed are not feasible given the project's resources, timeline, or scope.</li> <li>○ All activities listed consist of unallowable expenses (please refer to Budget Guidance Document for a list of unallowable expenses).</li> <li>○ Activities listed are primarily distribution of take-home items without a funding category-specific educational component.</li> <li>○ Activities involve direct provision of services not allowable under the funding category.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Inconsistent connection to project objective</b> <ul style="list-style-type: none"> <li>○ Connection to how activities relate to objective can be inferred but are not clear.</li> </ul> </li> <li>• <b>Partially within scope</b> <ul style="list-style-type: none"> <li>○ Some of the activities proposed are feasible given the project's resources, timeline, or scope.</li> <li>○ Some of the activities listed consist of unallowable expenses (please refer to Budget Guidance Document for a list of unallowable expenses)</li> <li>○ May have some activities that involve educational component with distribution of take-home items, but not consistently.</li> <li>○ Some of the activities involve direct provision of services not allowable under the funding category.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear connection to project objective</b> <ul style="list-style-type: none"> <li>○ Activities demonstrate a well-thought through plan for accomplishing the project's objective and goal.</li> <li>○ It is clear how activities will support the accomplishment of the objectives.</li> </ul> </li> <li>• <b>Fully within scope</b> <ul style="list-style-type: none"> <li>○ Activities proposed are feasible given the project's resources, timeline, or scope.</li> <li>○ If activities consist of distribution of take-home items, they are all connected to an educational component.</li> <li>○ If activities consist of making purchases, all purchases are allowable expenses (please refer to Budget Guidance Document for a list of allowable expenses).</li> </ul> </li> </ul>

## Partnerships & Experience

	<b>(0 points)</b>	<b>(2.5 Points)</b>	<b>(5 Points)</b>
<b>3.3.4.k. How will you work with Local Public Health Authorities in the counties where your project will take place? Please provide examples of possible activities or partnership strategies. If you're not collaborating with them, would you like help connecting with a Local Public Health Authority?</b>	<ul style="list-style-type: none"> <li>• <b>Not answered</b> <ul style="list-style-type: none"> <li>○ Does not mention whether or how the organization will collaborate with LPHAs.</li> <li>○ Answer is missing entirely or provides an unrelated response.</li> </ul> </li> <li>• <b>Missing alternative approach</b> <ul style="list-style-type: none"> <li>○ If not working with LPHAs, fails to describe alternative strategies or partnerships that support the project's goals.</li> <li>○ Does not address how the project will achieve health-related outcomes without LPHA involvement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lacking examples or details</b> <ul style="list-style-type: none"> <li>○ The answer lacks specific examples of collaboration, or the activities mentioned are vague.</li> <li>○ Mentions potential partnerships but does not explain how these will be carried out.</li> <li>○ The response clearly answers whether there is intention to collaborate with LPHAs, though it may not fully address whether the LPHAs are aware of or agreeable to the collaboration.</li> </ul> </li> <li>• <b>Incomplete alternative approach</b> <ul style="list-style-type: none"> <li>○ If not working with LPHAs, provides some description of alternative approaches to achieving health outcomes but lacks sufficient detail or clarity.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear answer</b> <ul style="list-style-type: none"> <li>○ The response clearly answers whether there is intention to collaborate with LPHA's.</li> <li>○ If the answer is yes, there is a clear indication LPHA's are aware of or agreeable to the collaboration.</li> <li>○ If the answer is "yes," there are specific examples or strategies provided for collaboration</li> </ul> </li> <li>• <b>Clear alternative approach</b> <ul style="list-style-type: none"> <li>○ Provides a detailed explanation of how the organization will achieve the project's health-related goals without LPHA involvement.</li> <li>○ Demonstrates that the alternative approach is intentional, relevant, and feasible.</li> </ul> </li> </ul>
	<b>(NOT SCORED)</b>	<b>(NOT SCORED)</b>	<b>(NOT SCORED)</b>
<b>3.3.4.l. List other collaborations or partnerships that will support the project. What role will they have?</b> <b>(NOT SCORED)</b>	Not answered	N/A	Answered

	(0 points)	(2.5 Points)	(5 Points)
3.3.4.m. Please describe your organization's experience supporting this type of work.	<ul style="list-style-type: none"> <li>• <b>Not answered</b> <ul style="list-style-type: none"> <li>○ Does not provide any information about the organization's experience or effort to address the type of work described.</li> </ul> </li> <li>• <b>No alternatives to experience with lack of experience</b> <ul style="list-style-type: none"> <li>○ Does not describe other strengths, resources, or plans to build capacity to support the project.</li> <li>○ Does not mention any related experience, transferable skills, or partnerships that could support the project.</li> <li>○ Ignores potential ways the organization could leverage its existing strengths to compensate for a lack of direct experience.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lacking examples or details</b> <ul style="list-style-type: none"> <li>○ References prior experience but provides limited details or examples of the organization's involvement in similar work.</li> <li>○ Describes experience in a way that is too general or not clearly tied to the specific type of work described.</li> </ul> </li> <li>• <b>Acknowledges limited experience without sufficient alternatives</b> <ul style="list-style-type: none"> <li>○ Identifies transferable skills, related projects, or organizational strengths but does not fully explain how these apply to the current project.</li> <li>○ Demonstrates potential relevance but leaves gaps in how the experience aligns with the work.</li> <li>○ Recognizes a lack of direct experience but does not fully describe how the organization plans to address this gap (e.g., through partnerships, training, or capacity-building).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear description</b> <ul style="list-style-type: none"> <li>○ Clearly describes relevant experience</li> <li>○ Provides specific, detailed examples of past work that directly relates to the type of work described in the project.</li> <li>○ Clearly explains how the organization's experience supports the proposed project and its goals.</li> </ul> </li> <li>• <b>Acknowledgement of limited experience with clear alternatives</b> <ul style="list-style-type: none"> <li>○ Identifies transferable skills, past projects, or partnerships that can support the project's success.</li> <li>○ Clearly explains how these skills or partnerships will contribute to the project's outcomes</li> <li>○ If there are gaps in direct experience, the response acknowledges them and provides a clear plan to address these gaps (e.g., through partnerships, training, or hiring additional expertise).</li> </ul> </li> </ul>

## Evaluation

	(0 points)	(10 Points)	(20 Points)
<b>3.3.4.n. How will you track and assess if your planned activities were successfully completed? (Process evaluation)</b>	<ul style="list-style-type: none"> <li>• <b>Not answered:</b> <ul style="list-style-type: none"> <li>○ Does not provide any explanation or details about how the activities will be tracked or assessed.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lacking examples or details:</b> <ul style="list-style-type: none"> <li>○ Provides vague or general statements without outlining specific methods or tools for tracking or assessing activities.</li> <li>○ Does not fully detail who within the organization will be responsible for tracking and assessing activities (e.g., project manager, evaluation team).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear answer</b> <ul style="list-style-type: none"> <li>○ Provides clear and detailed descriptions of how activities will be tracked and assessed (outside of OHA required reports).</li> <li>○ Includes specific tools, methods, or approaches (e.g., surveys, checklists, progress reports, observation, data collection tools) to track activity completion and success.</li> <li>○ Specifies who within the organization will be responsible for tracking and assessing activities (e.g., project manager, evaluation team).</li> </ul> </li> </ul>

	(0 points)	(5 Points)	(10 Points)
3.3.4.o. How will you measure whether your project had the desired effect in your community? (Impact evaluation)	<ul style="list-style-type: none"> <li>• <b>Not answered:</b> <ul style="list-style-type: none"> <li>○ Does not discuss how the project will measure its impact or assess any changes in the community.</li> <li>○ Does not provide specific, measurable indicators to assess the project's impact (e.g., improvements in community health, increased engagement, etc.).</li> <li>○ Does not mention qualitative methods, such as participant stories or feedback</li> <li>○ Does not identify who will be responsible for conducting the impact evaluation or overseeing the process.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lacking examples or details:</b> <ul style="list-style-type: none"> <li>○ Provides vague or general information about how impact will be measured.</li> <li>○ Mentions qualitative data (e.g., participant stories) but lacks clarity on collection or analysis</li> <li>○ Identifies who will be responsible for conducting the impact evaluation but does not provide clear details on how the evaluation will be integrated into the overall project management or timeline.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clear answer</b> <ul style="list-style-type: none"> <li>○ Provides specific, measurable indicators to assess the project's impact (e.g., changes in community engagement, health outcomes, increased knowledge).</li> <li>○ Describes a clear and detailed plan for using qualitative (e.g., participant stories, interviews, focus groups) and quantitative methods (e.g., surveys, data tracking) to assess the project's impact.</li> <li>○ Clearly explains how participant stories, testimonials, or feedback will be collected (e.g., through interviews, surveys, or community meetings) and how this qualitative data will be analyzed.</li> <li>○ Clearly outlines who will be responsible for collecting and analyzing both qualitative and quantitative data.</li> <li>○ Provides details on the roles of staff, partners, or other stakeholders involved in the impact evaluation process.</li> </ul> </li> </ul>

#### **4.11 RANKING OF APPLICANTS**

OHA will total the scores for each Application.

OHA will determine the rank of each Application, with the highest score receiving the highest rank, and successive rank order determined by the next highest score for each geographical area in the State.

OHA will begin awards with the highest ranked Applicant in each geographical area in OHA's sole discretion. Awards will be offered until a geographical area has sufficient coverage, sufficient coverage may be based on factors such as; community need, population and capacity of Applicants, all Applicants may not be awarded if sufficient coverage is obtained for an area.

### **SECTION 5: AWARD AND NEGOTIATION**

#### **5.1 AWARD NOTIFICATION PROCESS**

##### **5.1.1 Award Consideration**

OHA, if it awards a Grant Agreement, will award a Grant Agreement to the highest ranking Responsible Applicant(s) based upon the scoring methodology and process described in Section 4. OHA may award less than the full Scope of Work described in this RFGA.

##### **5.1.2 Intent to Award Notice**

OHA will notify all Applicants in Writing that OHA intends to award a Grant Agreement to the selected Applicant(s) subject to successful negotiation of any negotiable provisions by posting a Notice of Award on OregonBuys.

#### **5.2 APPARENT SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS**

Applicant(s) who are selected for a Grant Agreement award under this RFGA will be required to submit additional information and comply with the following:

##### **5.2.1 Insurance**

Prior to award, Applicant shall secure and demonstrate to OHA proof of insurance as required in this RFGA or as negotiated. Insurance Requirements are found in Exhibit c of Attachment C.

- a.** Awardees must hold commercial general liability insurance covering bodily injury and property damage of not less than \$1,000,000 per occurrence and annual aggregate limit not less than \$2,000,000, and automobile liability Insurance covering Awardee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage, at the time of Grant award, if awarded. If selected, Applicants may use grant funds toward the purchase of required insurance coverage, but proof of coverage must be provided to OHA before the commencement of performing any activities under the Grant.

##### **5.2.2 Taxpayer Identification Number**

Applicant shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by OHA or when the backup withholding status or any other relevant information of Applicant has changed since the last submitted W-9 form, if any.

### **5.2.3 Business Registry**

If selected for award, Applicant shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Grant Agreement. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

### **5.2.4 Responsibility Inquiry**

Prior to award, Applicant shall be required to complete and submit Attachment G — Responsibility Inquiry.

### **5.2.5 Nondiscrimination in Employment**

Awardees must abide by OHA's nondiscrimination policy, and state and federal civil rights laws, unless otherwise exempted by federal or state laws unless a particular practice is expressly permitted by federal or state law.

## **5.3 GRANT AGREEMENT NEGOTIATION**

### **Negotiation**

After selection of a successful Applicant, OHA may enter into Grant Agreement negotiations with the successful Applicant. By submitting an Application, Applicant agrees to comply with the requirements of the RFGA, including the terms and conditions of the Sample Grant Agreement (Attachment D), with the exception of those terms listed below for negotiation.

OHA is ONLY willing to negotiate the workplan and budget.

The Applicant's answers to the question will begin the starting point for the workplan for the Grant Agreement. A final workplan and budget is required within 60 after signature of a Grant Agreement. Applicants may not be awarded for all requested funding category and may not be awarded all requested funds.

In the event that the parties have not reached mutually agreeable terms within 60 calendar days, OHA may terminate Negotiations and commence Negotiations with the next highest ranking Applicant.

## **SECTION 6: ADDITIONAL INFORMATION**

### **6.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION**

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority, women, emerging small, and service-disabled veteran owned businesses by reducing barriers to compete for and be awarded state contracts. All interested businesses are encouraged to submit Applications for this contracting opportunity.

### **6.2 CERTIFIED FIRM PARTICIPATION**

Pursuant to Oregon Revised Statute (ORS) Chapter 200, OHA encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. OHA also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit: <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>

If the Grant Agreement has potential subcontracting opportunities, the successful Applicant may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

### **6.3 GOVERNING LAWS AND REGULATIONS**

This RFGA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFGA, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.2 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, to or from any claim or consent to the jurisdiction of any court.

### **6.4 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Applications are public records and are subject to public inspection. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

All Applications submitted in response to this RFGA become the Property of OHA. By submitting an Application in response to this RFGA, Applicant grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Application solely for the purpose of evaluating the Application, negotiating a Grant Agreement, if awarded to Applicant, or as otherwise needed to administer the RFGA process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Applications, including supporting materials, will not be returned to Applicant, except in the case of Applications that were submitted late and rejected by OHA.

### **6.5 CANCELLATION OF RFGA; REJECTION OF APPLICATION; NO DAMAGES.**

OHA may reject any or all Applications in-whole or in-part, or may cancel this RFGA at any time when the rejection or cancellation is in the best interest of the State or OHA, as determined by OHA. Neither the State nor any State agency is liable to any Applicant for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFGA or a Grant Agreement award, or the rejection of any Application.

### **6.6 COST OF SUBMITTING AN APPLICATION**

Applicant shall pay all costs incurred in connection with its Application, including, but not limited to, the costs to prepare and submit the Application, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.



## ATTACHMENT A – APPLICANT INFORMATION AND CERTIFICATION SHEET

Legal Name of Applicant \_\_\_\_\_

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

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Oregon Business Registry Number (if required): \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Applicant and that:**

1. Applicant understands and accepts the requirements of this RFGA. By submitting an Application, Applicant agrees to be bound by the Grant Agreement terms and conditions in Attachment D and as modified by any Addenda, except for those terms and conditions that OHA has reserved for negotiation, as identified in the RFGA.
2. Applicant acknowledges receipt of any and all Addenda to this RFGA.
3. Application is a Firm Offer for 180 days following the Closing.
4. If awarded a Grant Agreement, Applicant agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Grant Agreement.
5. I have knowledge regarding Applicant's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Applicant is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Applicant complies with ORS 652.220 and does not unlawfully discriminate against any of Applicant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.
8. Applicant's continuing compliance constitutes a material element of a Grant Agreement and a failure to comply constitutes a breach that entitles OHA to terminate the Grant Agreement for cause.
9. Applicant may not prohibit any of Applicant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Applicant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
10. Applicant is not engaged in the provision of broadband Internet access service, or if at any time Applicant is engaged in or may engage in the provision of broadband Internet access service Applicant is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Grant Agreement.

- 11.** Applicant and Applicant's employees, agents, and subcontractors are not included on:
- A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at:  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B.** the government wide exclusions lists in the System for Award Management found at:  
<https://www.sam.gov/>
- 12.** Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFGA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
- 13.** Applicant certifies that all contents of the Applicant (including any other forms or documentation, if required under this RFGA) and this Application Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
- 14.** Applicant understands that any statement or representation it makes, in response to this RFGA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a Grant Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- 15.** Applicant acknowledges these certifications are in addition to any certifications required in the Grant Agreement and Program Description in Attachment D at the time of Grant Agreement execution.

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Authorized Signature

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Date

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(Printed Name and Title)

## ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing [insert Applicant Name] (hereafter “Applicant”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Applicant, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Applicant to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Applicant has submitted a Proposal, dated on or about [insert date] (the “Proposal”), to the State of Oregon (State) in response to Request for Proposals [insert RFP #], for [insert description of RFP], and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Applicant believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented,
    - ii. is known only to certain individuals within the Applicant’s organization and that is used in a business the Applicant conducts,
    - iii. has actual or potential commercial value, and
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
  - or
  - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
    - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
    - ii. Is the subject of efforts by the Applicant that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

\_\_\_\_\_  
Affiant’s Signature

State of \_\_\_\_\_)

) ss:

County of \_\_\_\_\_)

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (Affiant’s name).

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A TO ATTACHMENT B**

Applicant identifies the following information as exempt from public disclosure under the following designated exemption(s):

## ATTACHMENT C - RESPONSIBILITY INQUIRY

Agency will determine responsibility of an Applicant prior to award and execution of a Grant Agreement. In addition to this form, OHA may notify Applicant of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an OHA finding of non-responsibility and rejection.

1. Does Applicant have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Applicant to meet all contractual responsibilities? **YES** ☐ / **NO** ☐.
2. Within the last five years, how many contracts of a similar nature has Applicant completed that, to the extent that the costs associated with and time available to perform the contract remained within Applicant's control, Applicant stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

How many contracts did not meet those standards? Number: \_\_\_\_ If any, please explain.

Response:

3. Within the last three years has Applicant (incl. a partner or shareholder owning 10% or more of Applicant's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
  - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
  - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
  - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** ☐ / **NO** ☐.

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Applicant had:
  - any contracts terminated for default by any government agency, or
  - any lawsuits filed against it by creditors or involving contract disputes? **YES** ☐ / **NO** ☐.

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Applicant have any outstanding or pending judgments against it? **YES** ☐ / **NO** ☐.

Is Applicant experiencing financial distress or having difficulty securing financing? **YES** ☐ / **NO** ☐.

Does Applicant have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** ☐ / **NO** ☐

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Applicant filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** ☐ / **NO** ☐.

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Applicant have all required licenses, insurance and/or registrations, if any, and is Applicant legally authorized to do business in the State of Oregon? **YES** ☐ / **NO** ☐.

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Applicant employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Applicant possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES** ☐ / **NO** ☐ / **N/A** ☐. [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" or "see Proposal" in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

#### AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Applicant certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Applicant Name:

RFP:

Project Name:

Authorized Signature

Date

Print Name

Title

**ATTACHMENT D - SAMPLE GRANT AGREEMENT****(REFERENCE DOC ONLY)****Grant Agreement Number «Contract\_»****STATE OF OREGON  
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 Health Authority, hereinafter referred to as “OHA,” and

**«Legal\_Entity\_Name»****«DBA»****«Street\_Address»****«City\_State\_Zip»****Attention: «Contract\_Administrator\_first\_Contact\_P»****Telephone: «Phone»****E-mail address: «Email\_Address»**

hereinafter referred to as “Recipient.”

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

**(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)****1. Effective Date and Duration.**

This Agreement shall become effective **January 1, 2026**, regardless of date of signature. Unless terminated or extended, this Agreement shall expire on the earlier of the date when OHA accepts Recipient’s completed performance or on **June 30, 2027**. Expiration shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any breach of Recipient’s warranty or any default or defect in Recipient’s performance 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, Part 1: Program Description

Exhibit A, Part 2: Payment Provisions and Reporting Requirements

Exhibit A, Part 2: Attachment 1 – Financial Assistance Award

Exhibit B: Standard Terms and Conditions

Exhibit C: Insurance Requirements

Exhibit D: Federal Terms and Conditions

Exhibit E: Information Required by 2 CFR § 200.331(a)(1)

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

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the

language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C and E.

### **3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipients under this Agreement, which includes any allowable expenses, is «\$XXX,XXX». OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse funding to Recipient as described in Exhibit A, Part 2.

#### 4. Recipient Data and Certification.

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):**\_\_\_\_\_

Street Address:

City, State, ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Is Recipient a nonresident alien**, as defined in 26 USC § 7701(b)(1); a foreign person, or a foreign entity?

(Check one box): ☐ YES ☐ NO

**Business Designation:** *(Check one box):*

☐ Professional Corporation      ☐ Nonprofit Corporation      ☐ Limited Partnership

☐ Limited Liability Company    ☐ Limited Liability Partnership    ☐ Sole Proprietorship

☐ Corporation      ☐ Partnership      ☐ Other

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

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

Commercial General Liability Insurance Company: \_\_\_\_\_

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

Automobile Liability Insurance Company:

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

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

Workers' Compensation Insurance Company:

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

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



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

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

**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.

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

By: \_\_\_\_\_

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

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

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

**«Legal\_Entity\_Name»**

By: \_\_\_\_\_

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

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

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

**Department of Justice – Approved for Legal Sufficiency**

*Agreement form group-approved by (name of attorney, (title), Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on (date), copy of email approval in Agreement file.*

**Reviewed by:**

**OHA Public Health Administration**

By: \_\_\_\_\_

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

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

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

**EXHIBIT A - Part 1: Program Description**

*See Section 2.4 of the RFGA*

## **EXHIBIT A - Part 2-Disbursement and Financial Reporting Requirements**

### **1. Disbursement of Funds**

- a. OHA will make approximately equal monthly payments to Recipient to reach the total grant award amount provided in Attachment 1 to this Exhibit A, Part 2. The payments will be determined by calculating the number of months left in the Agreement, starting with the month after all signatures are obtained, and then dividing the total award amount by the number of months calculated. Recipient shall submit all requests, work plans, budgets, reports and invoices to OHA following the instructions, templates, requirements and the budget guidance documents available from OHA to the email address below.

*(Contact information to be determined at a later date)*

- b. Recipients shall use the Agreement funds for expenses as described in Recipient's approved budget on file with OHA and as awarded in the Financial Assistance Award. Reallocation of funds of the approved budget will require resubmission of the budget and approval by OHA. The revised budget will be on file with OHA.
- c. Travel expenses are allowed if they are within the Recipient's approved budget. All travel shall be allowed only when the travel is essential to the normal discharge of Recipient's responsibilities. No grant funds may be expended for costs that are not directly related to the activities of Recipient under this Agreement. Travel expenses shall be paid in accordance with the rates set forth in the Oregon Accounting Manual as of the date Recipient incurred the travel or other expenses. The Oregon Accounting Manual is available at <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>.

### **2. Reporting Requirements**

#### **a. Expenditure Reports**

Expenditure Reports for Allowable Activities are required to document how the payments Recipient received were used. All Expenditure Reports should be submitted through reporting dashboards or emailed to: [community.publichealth@odhsoha.oregon.gov](mailto:community.publichealth@odhsoha.oregon.gov)

Recipient must submit Expenditure Reports using the template provided by OHA on the following schedule:

- January 1, 2026 - March 31, 2026, due by April 30, 2026
- April 1, 2026 - June 30, 2026, due by July 31, 2026
- July 1, 2026 - September 30, 2026, due by October 31, 2026
- October 1, 2026 - December 31, 2026, due by January 31, 2027
- January 1, 2027 - March 31, 2026, due by April 30, 2027
- April 1, 2027 - June 30, 2027, due by July 31, 2027

Reporting requirement processes may change as determined by OHA with additional consideration from community partners. See table below for additional details and requirements for the Expenditure Reports.

#### **b. Activity Reports**

Recipient shall provide a summary of program-related activities in a report that is submitted to: [community.publichealth@odhsoha.oregon.gov](mailto:community.publichealth@odhsoha.oregon.gov) .

See table below for additional details and requirements for the Activity Reports.

c. **Reporting Requirements Table**

<b>Report Type</b>	<b>Reporting Requirement</b>	<b>Reporting Period(s)</b>	<b>Reporting Frequency</b>	<b>Report Due Dates</b>
<b>Activity Report</b>	<p>Recipient shall provide a summary of program-related activities as described in OHA-approved workplan / scope of work using an OHA-provided "Activity Report Template."</p> <p>Participant shall participate in program evaluation activities that will be determined by community-based organizations and OHA.</p>	Each 3 month period (quarter) of the Agreement.	Submitted Every 3 months (quarterly) with an evaluation report due at the end of the Agreement period.	<p>The 30<sup>th</sup> day of the calendar month following the Report Period or last day of the month, whichever comes first.</p> <p>The Evaluation Report is due by the 30<sup>th</sup> day of the calendar month after the end of the Agreement's expiration date; conclusion of Recipient's program-related activities; or Termination of Recipient's Agreement.</p>
<b>Expenditure Reports for Allowable Program Activities</b>	<p>Recipient's cost – expenditure reports shall include a summary of expenditures for the report period, including: a completed Expenditure Report for Allowable Program Activities, and supporting documentation for expenses as requested by OHA, which Recipient shall maintain in accordance with Exhibit B, Section 10, "Records Maintenance, Access."</p>	<p>The first Expenditure Report submission shall include, if applicable, the Agreement's entire pre-execution period through the current month of the Agreement.</p> <p>Then, Expenditure Reports shall be submitted quarterly through the Agreement's expiration date thereafter.</p>	Initial Pre-execution period, then submitted quarterly thereafter.	The 30 <sup>th</sup> day of the month, following the Report Period, or last day of the month, whichever comes first.

**d. Additional Reporting Requirements:**

Program-specific reporting requirements may vary across Program Elements and/or be in addition to the other Reporting Requirements of this section, based on reporting requirements from their respective funders which include Federal and State of Oregon partners.

**3. Disbursement and Recovery of Financial Assistance.**

- a.** Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse funds for a particular Program Element, as described in the Financial Assistance Award in substantially equal monthly allotments during the period specified in this Agreement or as otherwise described in the Financial Assistance Award, subject to the following:

- (1)** Upon written request of Recipient to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet Recipient program needs.
- (2)** OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, Recipient's Underexpenditure or Overexpenditure of prior disbursements.
- (3)** After providing Recipient 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of Recipient's reports required to be submitted to OHA under this Exhibit A, Part 2, Section 2 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this Agreement until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to Recipient financial assistance for a Program Element in advance of Recipient's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at "Agreement Settlement" (as defined by Section 4.c. of this Exhibit A, Part 2) of any excess disbursement. The mere disbursement of financial assistance to Recipient in accordance with the disbursement procedures described above does not vest in Recipient any right to retain those funds. Disbursements are considered an advance of funds to Recipient which Recipient may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

**b. Recovery From Future Payments.****(1) Definitions Specific to This Section**

- (a)** "Misexpenditure" means funds, disbursed to Recipient by OHA under this Agreement, and expended by Recipient that are:
  - (i)** Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
  - (ii)** Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by Recipient, contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

- (iii) Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
  - (b) “Overexpenditure” means funds disbursed to Recipient by OHA under this Agreement and expended by Recipient that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds Recipient is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Element(s).
  - (c) “Underexpenditure” means those funds disbursed by OHA under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement.
- (2) To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to Recipient by OHA, including, but not limited to, any amount owed to Recipient by OHA under any other contract or agreement between Recipient and OHA, present or future. OHA shall provide Recipient written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed to Recipient by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) Recipient shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to Recipient by OHA and identified by Recipient. OHA shall comply with Recipient's request for alternate offset, unless the Recipient's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and Recipient are unable to agree on which specific amounts, owed to Recipient by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and Recipient and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to Recipient (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to Recipient by OHA. In no case, without the prior consent of Recipient, shall OHA deduct from any one payment due to Recipient under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.
- (3) From the effective date of any notice of Misexpenditure, Recipient shall have the lesser of:
  - (i) 60 calendar days; or
  - (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
    - (a) Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or

- (b) Notify OHA that Recipient wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to “Recovery from Future Payments” above.
- (4) If Recipient fails to respond within the time required, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in “Recovery from Future Payments” above.

#### **4. Agreement Settlement**

“Agreement Settlement” means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to Recipient with amounts that OHA is obligated to pay to Recipient under this Agreement from the Financial Assistance Award, as determined in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit A, Part 2, Attachment 1, “Financial Assistance Award.” For purposes of this section, amounts due to Recipient are determined by the actual amount reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the Recipient to adjust funds when applicable.



**Attachment 1**  
**Financial Assistance Award**

<b>State of Oregon</b> <b>Oregon Health Authority</b> <b>Public Health Division</b>		
<b>1) Grantee</b>	<b>2) Issue Date</b>	<b>This Action</b>
	<b>3) Award Period</b>	

**4) OHA Public Health Funds Approved**

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE5002-01	Environmental Public Health and Climate Adaptation, Communicable Disease Preventions, and Emergency Preparedness			
PE5002-03	Domestic Wells			

**5) Foot Notes:**


**6) Comments:**


**7) Capital outlay Requested in this action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

**EXHIBIT B**  
**Standard Terms and Conditions**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
- 2. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
- 3. Independent Parties; Conflict of Interest.**
  - a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient’s participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient’s participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.
- 4. Grant Funds; Disbursements.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). 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 OHA. 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 OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

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

**6. Ownership of Work Product.** Reserved.

**7. Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**8. Default; Remedies; Termination.**

**a. Default by Recipient.** Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA’s notice or such longer period as OHA may specify in such notice; or
- (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient’s performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA’s notice, or such longer period as OHA may specify in such notice.

**b. OHA’s Remedies for Recipient’s Default.** In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 8.e.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. Termination.
  - (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
    - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
    - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
    - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
  - (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.
  - (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
  - (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.
- (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

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

10. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the 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. Recipient 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.

11. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

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

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

- 13. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
- 14. Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- 15. No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- 16. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 17. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement

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.

- 18. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 19. Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 20. Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

**EXHIBIT C****Insurance Requirements**

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

**COMMERCIAL GENERAL LIABILITY:**

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

**AUTOMOBILE LIABILITY INSURANCE:**

☐ Required ☐ Not required

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



**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, OHA requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

- a. Recipient’s completion and OHA’s acceptance of all Services required under the Grant Agreement, or
- b. OHA or Recipient termination of this Grant Agreement, or
- c. The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## EXHIBIT D

### Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.
- 4. Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

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

This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
  - a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Reserved**
11. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Reserved**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**EXHIBIT E - Information Required by 2 CFR § 200.331(a)(1)****Title of Program Element**

Federal Award Identification Number:	
Federal Award Date:	
Budget Performance Period:	
Awarding Agency:	
CFDA Number:	
CFDA Name:	
Total Federal Award:	
Project Description:	
Awarding Official:	
Indirect Cost Rate:	
Research and Development (T/F):	
HIPPA	

Agency	UEI	Amount	Grand Total: