

**STATE OF OREGON  
GRANT AGREEMENT**

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

**«Legal\_Entity\_Name»  
«Address\_1»  
«Address\_2»  
Attention: «Contact\_Person»  
Telephone: «Phone»  
E-mail address: «Contact\_Person\_Email»**

hereinafter referred to as “Recipient.”

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

**Oregon Health Authority – Public Health Division  
800 NE Oregon St., Ste. 930  
Portland, OR 97232  
Agreement Administrator: Cara Biddlecom or delegate  
Telephone: 971-673-2284  
E-mail address: [cara.m.biddlecom@dhsaha.state.or.us](mailto:cara.m.biddlecom@dhsaha.state.or.us)**

**1. Effective Date and Duration.**

This Agreement shall become effective **December 31, 2020** regardless of the date of signature. Unless terminated or extended, this Agreement shall expire when OHA accepts Grantee’s completed performance or on **June 30, 2022**. Expiration shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any breach of Grantee’s warranty or any default or defect in Grantee’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:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions
- (6) Exhibit E: Federal Award Identification (Required by 2 CFR 200.331(a))

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 Recipient under this Agreement, which includes any allowable expenses, is «**Initial award\_\_Add\_columns\_DEF\_5265\_**». OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. **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)?

(Check one box):  YES  NO

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

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

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

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 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous

sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

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

**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: /for/ Cara Biddlecom  
Title: Deputy Public Health & Policy and Partnerships Director  
Date: \_\_\_\_\_

«LEGAL\_ENTITY\_NAME»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on December XX, 2020, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Part 1**  
**Program Description**

Not all Program Elements described in this Exhibit A, Part 1 may be covered in whole or in part with financial assistance pursuant to Attachment 1, “Financial Assistance,” of this Agreement. Only Program Elements in which costs are covered in whole or in part with financial assistance pursuant to Attachment 1, “Financial Assistance,” as amended from time to time, are subject to this Agreement.

**1. Definitions**

As used in this Agreement, the following words and phrases shall have the following meanings:

- a. **“Close Contact”** means being within six feet of someone with COVID-19 for at least 15 minutes or having direct contact with infectious secretions of someone with COVID-19 between 48 hours before the ill person developed symptoms and the time the ill person entered Isolation.
- b. **“Confirmed Case”** means an individual who has had a positive diagnostic test for COVID-19.
- c. **“Contact”** means a person identified as having Close Contact with a Confirmed or Presumptive Case.
- d. **“Contact Tracer”** means Recipients staff, volunteers and subcontractors conducting daily symptom monitoring with Close Contacts as defined above.
- e. **“Data”** includes the information that may be accessed, exchanged, created, transmitted or stored pursuant to this Agreement.
- f. **“Federal Funds”** means all funds paid to Grantee under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
- g. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Attachment 1, “Financial Assistance,” attached hereto and incorporated herein by this reference, as such Financial Assistance Award may be amended from time to time.
- h. **“Isolation”** means the separation of an ill person from other people in order to prevent further spread of the COVID-19.
- i. **“Presumptive Case”** means a case without a positive diagnostic test who presents with COVID-19-like symptoms and has had Close Contact with a Confirmed Case.

- j. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Program Element in which costs are covered in whole or in part with financial assistance pursuant to Attachment 1, “Financial Assistance,” as amended from time to time, are subject to this Agreement.

<u>PE NUMBER AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY / GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 1000 CONTACT TRACING</u>	FF	CDC/EPIDEMIOLOGY AND LABORATORY CAPACITY	93.323	N	Y
-	FF-TBD	FEMA	TBD	N	Y
-	GF	STATE FUNDS	NA	N	N
<u>PE 1001 SOCIAL SERVICES AND WRAPAROUND SUPPORTS</u>	FF	CDC/EPIDEMIOLOGY AND LABORATORY CAPACITY	93.323	N	Y
-	FF-TBD	FEMA	TBD	N	Y
-	GF	STATE FUNDS	NA	N	N
<u>PE 1002 COMMUNITY ENGAGEMENT, EDUCATION AND OUTREACH</u>	FF	CDC/EPIDEMIOLOGY AND LABORATORY CAPACITY	93.323	N	Y
-	FF-TBD	FEMA	TBD	N	Y
-	GF	STATE FUNDS	NA	N	N
-	FF	CDC / IMMUNIZATION AND VACCINES FOR CHILDREN	93.268	N	Y
<u>PE 1003 ISOLATION &amp; QUARANTINE DIRECT SERVICE COSTS</u>	FF	CDC/EPIDEMIOLOGY AND LABORATORY CAPACITY	93.323	N	Y
-	FF-TBD	FEMA	TBD	N	Y
-	GF	STATE FUNDS	NA	N	N

- k. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in this Exhibit.

- l. **“Quarantine”** means the separation of people without apparent illness because they were exposed to a Confirmed Case.

## 2. Requirements Applicable to all Program Elements

- a. Recipient’s staff, contractors and volunteers must protect patient and Contact privacy and maintain confidentiality with regard to protected health information under state and federal law.
- b. Recipient’s staff, contractors and volunteers will complete required privacy and data security trainings prior to conducting any Contact Tracing, Social Services or Wraparound Supports under this Agreement.
- (1) OHA is responsible for investigating and controlling communicable disease and in this role obtains information related to reportable disease and disease outbreaks under ORS 433.004, 433.008 and OAR 333, Divisions 17-19. Reportable disease and disease outbreak information is confidential under state law, not subject to disclosure under Oregon’s Public Records law, and is not discoverable. ORS 433.008(1).

- (2) OHA has authority to allow access by Recipient to reportable disease and disease outbreak information as its contractor for the purposes described in this Agreement.
- (3) Under this Agreement:
  - (a) Recipient may have access to OHA data systems that contain reportable disease and disease outbreak information subject to ORS 433.008.
  - (b) Recipient may obtain information through its work under this Agreement, that is subject to ORS 433.008.
  - (c) Recipient will only use Data to carry out its duties and responsibilities under this Agreement.

- c. Recipient may not discriminate against any beneficiary or prospective beneficiary under the award on the basis of religion or belief and if the recipient makes subawards under an agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.
- d. Recipient may not use grant funds to promote a particular political, religious, or ideological point of view; advocate for a particular program of social or political action; or support specific public policies or legislation.
- e. As OHA's Recipient representing state and local government, Recipient's staff, contractors and volunteers may not participate in any media interviews or activities related to this Agreement without prior consent of OHA.

**f. Reporting Requirements**

Recipient must submit quarterly progress and expenditure reports using the template provided by OHA.

**3. Program Element Descriptions**

**a. Program Element #1000 Contact Tracing**

- (1) Background: Part of Oregon's framework for Reopening Oregon (Governor Kate Brown's framework) is to actively suppress the transmission of SARS-CoV-2, the virus that causes COVID-19. To suppress disease transmission in the State of Oregon, it is critical to identify as many people who have been exposed to the virus as possible and then conduct broad Contact Tracing to identify all Contacts that may have been exposed to a case during their infectious period. Community health workers, traditional health workers and individuals who have similar training or skill sets are trusted community members who can effectively build relationships and make Contact Tracing successful.
- (2) Eligible activities:
  - (a) Contact Tracers must work directly with the local public health authority (LPHA) or OHA to receive information about Contacts needing to be traced. Contact Tracing includes:
    - i. Contacting all identified Contacts to document a symptom check;
    - ii. Referring Contacts for testing according to established protocols;
    - iii. Providing Contacts with Quarantine instructions; and
    - iv. Documenting work in the OHA ARIAS system.
  - (b) Contact Tracers will utilize community health worker practice and methodology



to establish trust with Contacts, assess and collect information required by OHA, and follow scripts, policies and procedures provided by OHA or LPHAs. Contact Tracers will comply with all state and federal HIPAA and other privacy/confidentiality requirements and current investigative guidelines.

**(c)** Contact Tracers will:

- (i)** Contact identified Contacts of COVID-19 cases assigned by the LPHA or OHA Case Investigator;
- (ii)** Communicate with Contacts in a professional and empathetic manner;
- (iii)** Provide Contacts with Quarantine procedures, and if appropriate, refer them to local testing locations according to protocol provided by OHA and/or LPHA;
- (iv)** Monitor asymptomatic case Contacts daily per OHA investigative guidelines for development of symptoms;
- (v)** Collect and record initial assessment and symptom check information in the OHA ARIAS system;
- (vi)** If Contacts become symptomatic, refer to LPHA or OHA Case Investigator Team for additional information;
- (vii)** If needed, refer to 211, Aging and Disability Resource Center (ADRC), Department of Human Services (DHS) or Recipient's own case management staff, if conducting social services and wraparound supports for community resources to support their Quarantine;
- (viii)** Follow the OHA or LPHA script to inform Contacts about the importance of Quarantine and what to do if symptoms develop;
- (ix)** Use only the telephone, computer and electronic equipment provided by the Recipient (Recipient may use OHA funds to purchase needed supplies) as use of personal devices is not permitted;
- (x)** Maintain daily contact with LPHA or OHA when assigned Contacts for tracing.
- (xi)** Handle confidential information with discretion and professionalism and in compliance with ORS 433.008, this Agreement and any other applicable state and federal requirements.
- (xii)** Utilize the OHA ARIAS system as instructed for official purposes only.
- (xiii)** Immediately report any breaches or potential breaches of private or confidential information to the LPHA or OHA.
- (xiv)** Ensure there are Contact Tracers available on evenings, weekends and holidays, seven days per week to conduct daily symptom monitoring of all Contacts.
- (xv)** Contact OHA or LPHA Contact tracing referrals within 24 hours of notification. Communicate with LPHA or OHA case investigator if a Contact cannot be reached after three attempts.
- (xvi)** Contact LPHA or OHA case investigator immediately if a Contact reports symptoms consistent with COVID-19.

- (d) OHA will help facilitate the development of a memorandum of understanding between the Recipient and LPHAs to allow the sharing of protected health information between LPHA and the Recipient.

**b. Program Element 1001 Social Services and Wraparound Supports**

- (1) Background: Individuals impacted by COVID-19 may need supports for daily living in order to comply with Quarantine or Isolation. Quarantine and Isolation have a serious impact on low income and communities most impacted by racism and oppression that may not have worker protections that guarantee payment for the duration of the time the individual may not be able to work. Social Services and Wraparound Supports refer to the individual, culturally and linguistically responsive services that traditional health workers and community health workers provide to ensure that individuals have access to health care, behavioral health resources, housing, food and other needs.
- (2) Eligible Activities:

Social Services and Wraparound Supports provided to individuals during their Isolation or Quarantine period may include the following activities:

  - (a) Health care: assist individuals and families with accessing health care providers, including referrals and setting appointments.
  - (b) Grocery shopping: gather information from individuals on their grocery needs, shopping and delivering food or connecting with other organizations who can deploy volunteers to shop and deliver food. Recipient's staff would be the point of contact for any hubs or other organizations, so families would not be negotiating between multiple organizations. Food resources must be provided within the same day that they are requested. Work with local providers to connect eligible individuals to food security resources such as SNAP.
  - (c) Housing support: identify housing needs and work with individuals and families and community organizations to fill them. Assist families with securing other community resources for support beyond Isolation and Quarantine.
  - (d) Utilities and telecommunication support: identify needs related to utilities, water, garbage, phone, internet, and cable and work with individuals and families and community organizations to access existing benefit programs.
  - (e) Connecting to community resources: some individuals and families may need more complex and ongoing case management services and may need to be connect to behavioral health resources, anti-discrimination resources, domestic violence resources, Department of Human Services resources or others.
- (3) Recipient will:
  - (a) Obtain verbal or written consent from an individual before contacting a referral agency or entity on an individual's behalf.
  - (b) Respond to Social Services and Wraparound Support referrals within 24 hours, including holidays, evenings and weekends.
  - (c) Communicate with OHA or LPHA case investigator if Contact cannot be reached after three attempts.
  - (d) Identify staff to be available on holidays, weekends and evenings for urgent needs.
  - (e) Handle confidential information with discretion and professionalism and in

compliance with ORS 433.008, this Agreement and any other applicable state and federal requirements.

- (f) Immediately report any breaches or potential breaches of private or confidential information to the LPHA or OHA.
- (4) OHA will help facilitate the development of a memorandum of understanding between the Recipient and LPHAs to allow the sharing of protected health information between LPHA and the Recipient.

**c. Program Element #1002 - Community Engagement, Education and Outreach**

(1) Background: A trusted connection to individuals, families and communities is a critical way to share accurate information about COVID-19. Information about COVID-19 must be culturally and linguistically responsive to meet the needs of communities most impacted by racism and oppression or other circumstances caused or exacerbated by toxic stress, trauma, intergenerational trauma and social determinants of equity including mental health, substance use, job loss, housing and food and nutrition. Communities may also be experiencing stigma related to misinformation about the source and spread of COVID-19.

(2) Eligible Activities:

Community Engagement, Education and Outreach related to COVID-19 may include:

- (a) Development and implementation of a COVID-19 Community Engagement and Outreach Plan designed to bring COVID-19 testing and/or vaccine clinics to communities served by the CBO.
- (b) Regularly communicating with community members in their primary or preferred language, including alternate format, about COVID-19, how to prevent the spread of COVID-19 (newsletters, social media, group classes, emails, texting or WhatsApp or other methods of engagement) and COVID-19 vaccine safety and availability. This may include use of health care interpreters and existing language access contracts.
- (c) Creating and sharing culturally relevant information.
- (d) Amplifying OHA information by re-posting social media posts.
- (e) Educating the community about safe practices to prevent the spread of COVID-19, COVID-19 vaccine, answering community questions, and acting as liaison between the community and state and local public health authorities.
- (f) Informing the community about where to go for services like COVID-19 testing and vaccine, health care and social services.
- (g) Regularly coordinating with the local public health authority (LPHA) about where the community can access services like testing and vaccine, health care and social services.
- (h) Using outreach materials from statewide communications initiatives, such as Safe+Strong.
- (i) Promoting testing and vaccination events and other COVID-19 community resources.
- (j) Coordinating with LPHAs, federally-qualified health centers, hospitals and other partners to plan and deliver COVID-19 testing and vaccine clinics to communities

most impacted. This includes working with these partners to ensure that accessibility, language access and cultural needs are planned for in advance and delivered during events.

- (k) Registering community members for COVID-19 vaccine clinics.
- (3) Community engagement, education and outreach related to COVID-19 may not include using funds under this Agreement to buy media unless OHA has approved the use of the funds for this purpose.
- (4) Recipient must have communications reviewed by OHA prior to implementing any paid media or other health communications.
- (5) Recipient is encouraged to leverage OHA's paid campaigns to garner local earned media, for example, by issuing a press release that aligns with existing campaigns.

**d. Program Element #1003 Isolation and Quarantine Direct Services Costs:**

Recipient may utilize grant funds for Isolation and Quarantine direct services costs to cover housing, utility, food and other costs as approved by OHA to allow individuals to safely Isolate or Quarantine. Recipients must maintain all receipts and appropriate expense tracking to clients in Isolation or Quarantine. Reasonable efforts should be made to utilize other benefits such as SNAP and WIC.

**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions**

- a. OHA will pay Recipient the amounts in Attachment 1 to this Exhibit A, Part 2.
- b. Recipient shall submit all requests, budgets, reports and invoices to OHA following the instructions, templates, requirements and the budget guidance documents available from OHA to the email address below. Request samples, including wraparound detailed samples, are also available from OHA.

OHA-PHD  
Attn: Community COVID-19  
800 NE Oregon St., Ste. 930  
Portland, OR 97232  
[Community.COVID19@dhsosha.state.or.us](mailto:Community.COVID19@dhsosha.state.or.us)

- c. Recipients shall use the Agreement funds for expenses as described in Recipient's approved budget on file with OHA. Recipient may reallocate approved award funds across activities or Recipient may reallocate approved award funds across budget lines within an activity in an amount up to 25% of the award without prior approval by OHA. Reallocation of funds in excess of 25% of the approved budget will require resubmission of the budget and approval by OHA. The revised budget will be on file with OHA.
- d. 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. 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. Expenditure Reporting Requirements**

Expenditure reports are required to document how the payments received were used. All expenditure reports should be sent by email to: [Community.COVID19@dhsosha.state.or.us](mailto:Community.COVID19@dhsosha.state.or.us)

Recipient must submit expenditure reports using the template provided by OHA on the following schedule:

- December 31, 2020 – March 31, 2021 by April 30, 2021
- April 1, 2021 – June 30, 2021 by July 31, 2021
- July 1, 2021 - September 30, 2021 by October 31, 2021
- October 1, 2021 - December 31, 2021 by January 31, 2022
- January 1, 2022 - March 31, 2022 by April 30, 2022
- April 1, 2022 – June 30, 2022 by July 31, 2022

**Attachment 1  
Financial Assistance**

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

**1. Governing Law, Consent to Jurisdiction.**

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

**2. Compliance with Law.**

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

**3. Independent Parties; Conflict of Interest.**

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

**4. Grant Funds; Payments.**

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

event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on an OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“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;
    - (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; or
    - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
  - (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.

- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.
- (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

**9. Insurance.**

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

**10. Records Maintenance, Access.**

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

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

**11. Information Privacy/Security/Access.**

- a. If this Agreement requires or allows Recipient and, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, including 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.

- b. If this Agreement requires or allows Recipient, and when allowed, its subcontractor(s), to have access to or use any information systems hosted by a third party in order to support the activities referenced in the Service Description, and OHA Recipient and any authorized subcontractor(s) access to such systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with the provisions of OAR 943-014-0300 through OAR 943-014-0320 applicable to the client information in the third party system, including as such rules may be revised from time to time. Recipient will be responsible for its compliance and the compliance of its subcontractor(s) with any terms applicable to the system, which may be addressed in a separate agreement.

**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, 5, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**15. No Third Party Beneficiaries.**

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

**16. Severability.**

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

**17. Notice.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

**18. Headings.**

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

**19. Amendments; Waiver; Consent.**

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

**20. Merger Clause.**

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

**21. 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.

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

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail 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. 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.

**1. WORKERS' COMPENSATION & 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.

**2. COMMERCIAL GENERAL LIABILITY:**

**Required**    **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**3. AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

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 \$1,000,000.00 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.

**4. ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including 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 Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing

operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**5. 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 will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

**6. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Recipient's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient termination of this Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

**7. 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 Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. 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. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**8. NOTICE OF CHANGE OR CANCELLATION:**

The Recipient or its insurer must provide at least 30 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).

**9. INSURANCE REQUIREMENT REVIEW:**

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

**10. 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 C.

**EXHIBIT D**  
**Federal Terms and Conditions**

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

**1. Miscellaneous Federal Provisions.**

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

**2. Equal Employment Opportunity.**

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

**3. Clean Air, Clean Water, EPA Regulations.**

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



**4. Energy Efficiency.**

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

**5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in 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 federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.**

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

**9. Pro-Children Act.**

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

**10. Medicaid Services. 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. Disclosure. 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. 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**

**FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a))**