

REQUEST FOR GRANT APPLICATION (RFGA)

OregonBuys # S-44300-00009255

OHA # 5795

Healthy Homes Grant Program Round 1 Funding

The State of Oregon, acting through its Oregon Health Authority (OHA), Public Health Division (PHD) requests Grant Applications from qualified individuals or organizations (hereinafter “Applicants”) to seek funding under OHA’s Healthy Homes Grant Program.

Date of Issuance: February 9, 2024

Grant Applications accepted through: April 9, 2024, at 3:00 p.m. Pacific Standard Time

Issuing Office: **Oregon Health Authority**
Office of Contracts and Procurement
500 Summer Street NE, E03
Salem, OR 97301

Sole Point of Contact: **Oregon Health Authority – Public Health Division**
Environmental Public Health
Healthy Homes and Schools Unit
Email: healthyhomes@odhsoha.oregon.gov

1. Section 1: Introduction, Purpose, Background, Authority, Schedule, and Requirements.

1.1 Introduction

OHA recognizes housing as a driver of health and works to “ensure that all people in Oregon live, work and play in a safe and healthy environment and have equitable access to stable, safe, affordable housing.”¹ This RFGA seeks to support home repair and rehabilitation activities throughout the State of Oregon that serve those communities impacted by Environmental Justice Factors², including, but not limited to people of color, low-income, and American Indian and Alaska Native communities.

1.2 Purpose

The Healthy Homes Grant Program (HHGP) seeks to improve housing conditions and health outcomes for residents of Low-Income Households³, preserve affordability and availability of existing housing stock by addressing deferred property maintenance issues, and help Low-Income Households including renters avoid displacement through access to home repair funds.

Under HHGP, OHA is allocating up to \$8,500,000 for a competitive grant award. OHA anticipates issuing approximately thirty (30) awards resulting from this RFGA process, with medium track award amounts ranging from \$25,000- \$200,000 and large track awards ranging from \$200,001 to \$750,000.

OHA may award additional funds if they become available or may not award all the funds, depending on the Grant Applications received. OHA reserves the right to award less than the full grant amount requested. OHA reserves the right to prioritize awards based on geography and population served to advance HHGP’s mission to improve housing conditions and health outcomes for those impacted by Environmental Justice Factors, including, but not limited to, people of color, low-income, and American Indian and Alaska Native communities. Grant Agreements awarded will be for a period of three years, unless amended in writing.

1.3 Background

HHGP acknowledges that past federal and state housing policies, predatory lending, and unfair real estate practices such as redlining have greatly impacted home ownership rates and access to wealth in Oregon amongst low-income communities, including, but not limited to, Black, American Indians and Alaska Natives, and people of color.⁴ Furthermore, many renters struggle to find affordable units and those living in poverty are more likely to live in substandard housing that is not healthy or safe. Currently, Oregon is among the states with the lowest supply of rental properties that are affordable to people at or below poverty levels. A unit is considered affordable if it costs someone 30% or less of their income. After spending limited or fixed income on basic needs, many Low-Income Households including renters unable to pay their rent are at risk of homelessness while many Low-Income Households struggle to pay for routine

¹ <https://www.oregon.gov/oha/PH/ABOUT/Documents/ship/2020-2024/Healthier-Together-Oregon-full-plan.pdf>

² Definition for “Environmental Justice Factor” is provided in Section 2 of this document.

³ Definition for “Low Income Household” is provided in Section 2 of this document.

⁴ <https://www.opb.org/article/2023/07/26/oregon-cost-of-living-housing-construction-building-land-use-high-rent/>

maintenance or upgrades on aging housing. In Oregon, 52% of the housing stock was built prior to 1978 and 11% was built in 1939 or earlier.⁵

The Oregon Legislature established HHGP within the Oregon Health Authority during the 2021 legislative session. ORS 431A.400 directs OHA to provide grants to eligible entities that provide financial assistance to persons in Low-Income Households to repair and rehabilitate their Residences⁶, and to landlords to repair and rehabilitate dwelling units inhabited by Low-Income Households. HHGP funding must serve communities with high concentrations of Low-Income Households, communities impacted by Environmental Justice Factors, areas with above-average concentrations of historically disadvantaged households or residents with low levels of educational attainment, areas with high unemployment, high linguistic isolation, low levels of homeownership or high rent burden.

OHA has committed to racial equity as a key factor to improve health outcomes for all communities that experience inequities. OHA has set a strategic goal to eliminate health inequities by 2030. This goal aims that all Oregonians can reach their full potential and well-being, and are not disadvantaged by their race, ethnicity, language, disability, gender, gender identity, sexual orientation, social class, intersections among these communities or identities, or other socially determined circumstances.⁷

1.4 OHA Authority for RFGA

OHA issues this RFGA pursuant to its authority under ORS 431A.400 and OAR 333-090-0100 et seq.

1.5 Schedule

The schedule table below represents a tentative schedule of events. All times are listed in Pacific Time and are subject to change.

Event	Date	Time
RFGA posted to OregonBuys	February 9, 2024	8:00 AM
Intent to Apply Form Completed (Eligible entities applying for a grant award in response to this RFGA are requested to show their intent to apply by using HHGP’s “Intent to Apply Form”, available at: https://bit.ly/HHGPIntentApply)	February 23, 2024	3:00 PM
Informational Webinar Session 2 (See HHGP RFGA webpage for more details)	February 14, 2024	2:30-3:30 PM
Informational Webinar Session 3 (See HHGP RFGA webpage for more details)	February 15, 2024	2:30-3:30 PM
Informational Webinar Session 4 (See HHGP RFGA webpage for more details)	March 7, 2024	10:00-11:00 AM
Informational Webinar Session 5 (See HHGP RFGA webpage for more details)	March 13, 2024	2:30-3:30 PM
Questions/Requests for Clarification due from Applicant(s)	On going until close of RFGA	
OHA answers to Applicant(s) Questions/Requests for Clarification due (Answers to questions will be posted under Frequently Asked Questions (FAQ) on the HHGP RFGA webpage available at: https://bit.ly/HHGPRFGA)	At least weekly during the RFGA period	
Preliminary Administrative Application review begins	On going as Applications received	
Application deadline/closing date	April 9, 2024	3:00 PM

⁵ https://nchh.org/resource/fact-sheet_healthy-housing-in-oregon/

⁶ Definition for “Residence” is provided in Section 2 of this document.

⁷ <https://www.oregon.gov/oha/PH/ABOUT/Documents/ship/2020-2024/Healthier-Together-Oregon-full-plan.pdf>

Grant Review Committee begins Application reviews	Approx. 14 days of Closing
Applicant/Review Committee Clarification Period	Ongoing during Committee reviews
Issuance of Notice of Intent to Award	Approx. 7 days after Review completion
Grant Agreement drafting begins	Ongoing after Notice of Intent is issued

1.6 Eligibility and Minimum Requirements (see ORS 431A.400(3) and OAR 333-090-0120(7))

1.6.1 The following types of organizations in Oregon are eligible to apply for funding under this RFGA:

- Community Action Agency
- Coordinated Care Organization
- Electric utility
- Indian health centers
- Local government
- Local housing authority
- Manufactured dwelling park nonprofit cooperative
- Natural gas utility
- Nonprofit organization

For Federally Recognized Indian Tribes in Oregon, funds are being awarded to Tribes through Tribal set aside funding. Please contact healthyhomes@odhsoha.oregon.gov for any questions related to Tribal funding.

1.6.2 Applicant entities must describe in their application how they serve or represent:

- Communities with high concentration of Low-Income Households.
- Communities impacted by Environmental Justice Factors.

1.6.3 Applicant Insurance:

Applicant entities must demonstrate at the time of grant award, if awarded, that they hold workers’ compensation insurance for subject workers, as defined in ORS 656.027, 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 Applicant’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. Any other required insurance coverages will be determined on a case-by-case basis depending on the nature of the proposed grant activities. If selected, Grantee 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. Awardees must abide by OHA’s nondiscrimination policy, and state and federal civil rights laws, unless otherwise exempted by federal or state law. Specifically, people participating in OHA-sponsored activities or programs may not be treated unfairly because of age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

2. Section 2: Definitions.

The following terms and phrases are capitalized where used throughout this document and have the following meanings.

- 2.1 Accessibility:** Accessibility means the design, construction, development, and maintenance of facilities, information and communication technology, programs, and services so that all people, including people with disabilities, can fully and independently use them.⁸
- 2.2 Environmental Justice:** Environmental Justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, culture, education, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.⁹
- 2.3 Environmental Justice Factor(s):** Environmental Justice Factor means a circumstance or condition that impacts a community’s ability to achieve a balance of health, economic or environmental benefits and burdens or that impacts a community’s ability to participate in public processes.
- 2.4 Intersectionality:** Intersectionality refers to the interconnected nature of social categorizations such as race, class, gender, disability, and other forms of identity as they apply to a given individual or group, regarded as creating overlapping and interdependent systems of discrimination or disadvantage.
- 2.5 Low-Income Household:** Low-Income Household means a household having an income equal to or below 80 percent of the area median family income as defined by the U.S. Department of Housing and Urban Development’s (HUD) Income Limits Documentation System, calculated using the Oregon county of Residence and number of residents for the household in question.
- 2.6 Residence(s):** A Residence is a dwelling that is intended for occupation by a single family and is occupied by one or more individuals who are members of a Low-Income Household as the individual's principal dwelling, including a site-built home, manufactured home, residential trailer, mobile home, condominium unit or unit within multifamily housing.
- 2.7 Whole-Home Assessment:** A Whole-Home Assessment is a healthy homes best practice and home inspection approach that addresses a broad range of housing deficiencies and hazards that can affect residents’ health and safety.

3. Section 3: Program Description and Grant Service Categories.

- 3.1 Program Priorities.** Due to feedback received by community partners in the field of healthy homes in Oregon and to support the program’s mission, vision, and values, priority consideration will be given to:
 - Organizations experienced in improving the health or safety of occupants of Residences, maximizing energy efficiency, or extending the usable life of homes which serves eligible households in Oregon.
 - Organizations serving historically unrepresented and underserved communities including, but not limited to, people of color, low-income, and American Indian and Alaska Native communities.

⁸ https://www.hud.gov/program_offices/administration/admbout/diversity_inclusion/definitions

⁹ <https://www.epa.gov/environmentaljustice/ej-2020-glossary>

3.2 Additional consideration may be given to proposals which:

- Include specific considerations for renters.
- Take into consideration environmental sustainability practices, such green building techniques.

(Note: Additional information about Sustainable Building Practices is available on the RFGA webpage at <https://bit.ly/HHGPRFGA>.)

- Identify and address the impacts of Intersectionality when considering health and housing inequities.
- Use Whole-Home Assessment when assessing properties.

3.3 Program Goals and Anticipated Outcomes.

HHGP is designed to support activities that:

- Improve the health and safety of occupants of Residences;
- Maximize the energy efficiency of Residences; and/or
- Extend the usable life of Residences.

Specific program goals, objectives, and detailed outcomes must be defined in the submitted Application that includes a Work Plan. Wherever possible, program goals, outcomes, objectives, and activities should be specific, measurable, achievable, relevant, and time bound (S.M.A.R.T.).

3.4 Eligible Activities. Eligible activities are listed below:

- **Accessibility Modifications:** Increase accessibility in homes¹⁰ by installing ramps, grab bars, wider doorways, and other necessary improvements for older adults or occupants with disabilities.
- **Asthma and Allergen Trigger Removal:** Identify and remove asthma and allergen triggers within homes to improve respiratory health.
- **Electrical Upgrades:** Upgrade electrical systems to improve safety and support energy-efficient heating and cooling devices.
- **Energy Audits and Home Hazard Assessments:** Conduct comprehensive energy audits to identify areas for improvement and prioritize energy-saving measures. Conduct home hazard assessments to identify and evaluate risks posed to residents from conditions found in the home.
- **Energy Efficiency Upgrades:** Incorporate energy-efficient features to reduce long-term operational costs and extend the useful life of the property.
- **HVAC Upgrades:** Replace or repair heating, ventilation, and air conditioning (HVAC) systems with energy-efficient models.
- **Insulation and Sealing:** Install or upgrade insulation and air sealing to reduce heat loss and improve temperature control.

¹⁰ See ORS 431A.400(1).

- **Integrated Pest Management:** Control pests within residences while prioritizing the health and well-being of occupants.
- **Lead Abatement:** Address lead-based paint hazards in homes built prior to 1978 to prevent lead poisoning, especially among young children.
- **Mold and Mildew Abatement:** Eliminate moisture issues and remove mold and mildew to improve indoor air quality and reduce respiratory health problems.
- **Radon Abatement:** Lessen radon gas levels in homes to minimize health risks associated with radon exposure.
- **Reducing Heat:** Implement strategies such as the installation of cool roofs, green roofs, or vegetation to reduce heat and enhance energy efficiency.
- **Safety Enhancements:** Install smoke detectors and carbon monoxide detectors to enhance safety for occupants.
- **Smoke Filtration and Air Purification:** Install smoke filtration systems and air purification devices to enhance indoor air quality, particularly for homes located in areas prone to wildfires.
- **Structural and Safety Improvements:** Make structural and safety enhancements to improve accessibility, visitability, fire resistance, and seismic resiliency in homes.
- **Structural Repairs:** Address structural issues such as foundation problems and roofing to ensure the long-term stability of homes.
- **Ventilation Improvement and Air Infiltration Reduction:** Implement measures to enhance ventilation, reduce air infiltration, and maintain comfortable temperature levels within homes, promoting overall comfort and health.
- **Window and Door Replacement:** Upgrade windows and doors with energy-efficient alternatives to reduce drafts and improve insulation.

3.5 Eligible and Ineligible Expenditures

Funds awarded through this RFGA may be used for supplies, equipment, contracted services, personnel, fringe benefits and related costs for personnel to implement the Work Plan.

Grantees may spend up to 20% of the total award amount towards administrative expenses, as detailed in the HHGP Grantee Fiscal Guidance Document that will be available at:

<https://bit.ly/HHGPRFGA>.

Funds awarded through this RFGA may **not** be used for: construction or development of new units of housing; purchase of real estate; purchase of vehicles; payment for direct medical care and medical supplies; payment for individual community members' rent, mortgage, utilities, phone, or internet service.

3.6 Reporting Requirements. Grantee will conduct HHGP activities in accordance with its OHA approved Work Plan (submitted online as part of the RFGA Application via Smart Sheet). Work plan progress will be reported to OHA annually, along with the information listed below by June 30 annually. Dependent upon extenuating circumstances, modifications to this work plan will only be made with OHA agreement and approval. Proposed work plan submitted with the RFGA Application will be finalized prior to execution of an awarded grant agreement.

3.6.1 Annual Reporting will include the following information:

- A detailed description of the grant program recipient’s use of grant funds.
- A list of each loan, grant or other financial assistance that the grant program recipient has provided and, where applicable, a full accounting of the repayment status of the loans.
- The number of Low-Income Households that the grant program recipient has provided financial assistance to for the repair and rehabilitation of their Residences.
- The number of landlords that the grant program recipient has provided financial assistance to for the repair and rehabilitation of dwelling units.
- The nature and amounts of the administrative expenses the grant program recipient has incurred in providing the financial assistance under the program.
- Disaggregated data concerning the income, racial or ethnic background, family size and related demographic information of Low-Income Households who received financial assistance for repair and rehabilitation of Residences under the program from the grant program recipient.
- Demographic information collected using OHA’s “REALD Form” for non-service-based settings (MSC 0074d), available online at <https://sharesystems.dhsoha.state.or.us/DHSForms/Served/me0074d.pdf>.

Note: While it is a requirement for HHGP grantees to request household demographic information from the head of household for each member of the household as a condition of award acceptance, it is not required for households to provide this information to receive assistance – meaning they have the option to decline to respond to the survey.

- A completed survey response from each improved Residence using a “Household Satisfaction Survey” Form that will be made available by OHA if awarded a Grant Agreement.

Note: Grantee will administer the HHGP Household Satisfaction Survey (to head of household only) for each household served under HHGP.

- Responses from the improved Residence “Household Satisfaction Survey” and “REALD Demographic Response Form” will be compiled by the Grantee using a spreadsheet made available by OHA if awarded a Grant Agreement.
- Additionally, each grant recipient awarded funds under this RFGA must also report annually to OHA on the status of project-specific goals, objectives, detailed outcomes, and activities proposed by the Applicant upon application.
- Additional information that may be requested by OHA.

3.6.2 Budget and Expense Reporting. Budget and expense reporting will be completed using a “Budget Expenditure Report” using actual award amounts quarterly. The report will be made available by OHA if awarded a Grant Agreement.

3.7 Application Requirements. Submitted application materials must include the following, to be considered complete:

- **Application** must be complete with responses in all fields of the Application.
Note: Applicants may only submit one application per EIN (Employee Identification Number).
- **Application Attachment 1:** Proposed Budgets must be submitted with the Application using the “Proposed Budget Template” provided by OHA and available as Attachment 1 of the Application at <https://bit.ly/HHGPRFGA>. Exhibit B to this RFGA is provided as a sample only.
- **Application Attachment 2:** A copy of “Non-Profit Letter of Determination” (if applicable) received from the Internal Revenue Service must be submitted with the Application (Nonprofits ONLY).

3.8 Grant Application Submission.

Applicants must submit grant Applications electronically through HHGP’s web-based submission form at: <https://bit.ly/HHGPAPPLYNOW> . Applications must be received by the closing date and time identified in the RFGA schedule Section 1.5 to be considered.

4. Section 4: Grant Application Review.

4.1 Grant Applications must be complete at the time of submission. OHA review teams will review all grant applications received by the deadline identified in Section 1.5 above to determine completeness and whether each Applicant meets the RFGA Application Requirements and alignment with intended outcomes, allowable activities, available funding, populations served, and geographic reach.

During the review process, OHA reserves the right to reach out to obtain clarification from Grant Applicants regarding their Grant Application information in accordance with Oregon Administrative Rule (OAR) 333-090-0120. Applicants shall respond in accordance with the OAR with supplemental information to OHA to complete an application, once requested.

Applicants shall be notified of the decision regarding their Grant Application and, for successful Applicants, the timeline to be issued a Grant Agreement. Only Applicants determined by OHA to be qualified to provide Grant Program Activities pursuant to this RFGA will be offered a Grant Agreement.

4.2 Review Committee

To ensure comprehensive and equitable application evaluations, grant applications submitted under this RFGA will be evaluated by a diverse panel of reviewers.

- Reviewers will be selected based on their knowledge and experience in areas relevant to the program’s goals and priorities as well as availability.
- All reviewers will be required to declare any potential conflicts of interest that may compromise their impartiality in evaluating grant applications. Conflicts of interest may include financial interests, organizational affiliations, personal relationships, or any other factors that could reasonably be perceived as a conflict.

- A training, written guidance, and review materials will be provided to the review committee.
- Following an initial review, the review committee will convene to discuss selected applications. These recommendations will be shared with the HHGP team who will consider additional prioritization factors, such as geographic distribution, proposal size, and entity type when making final award decisions. OHA reserves the right to award less than the full grant amount requested.

4.3 Standards for Assigning Points.

- **4- Outstanding.** Responses meet all the requirements and have demonstrated in a clear and concise manner a thorough knowledge and understanding of the topic. The Applicant provides insights into its expertise, knowledge, and understanding of the topic.
- **3- Very Good.** Responses provide useful information, while showing experience and knowledge within the topic. Responses demonstrate above average knowledge and ability with no apparent deficiencies noted.
- **2- Adequate.** Responses meets all requirements in an adequate manner. Responses demonstrate an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Applicant.
- **1- Fair.** Applicant meets minimum requirements but does not demonstrate sufficient knowledge of the topic.
- **0- Responses of no Value.** Unacceptable responses that do not meet the requirements set forth in the RFGA. Applicant has not demonstrated knowledge of the topic.
- **Additional Awarded Points** in section 4.4.8 below have a max value of 4 with one point possible per bullet.

4.4 Grant Application Evaluation Scoring Details.

4.4.1 Project Description and Feasibility (12 possible points).

- Clarity of the project’s goals, objectives, and scope.
- Feasibility of the proposed project plan, including timelines and milestones.
- Well-defined and measurable objectives that align with program goals.

4.4.2 Equity, Inclusivity and Accessibility (16 possible points).

- The extent to which the proposed project addresses disparities in housing conditions and health outcomes among communities impacted by Environmental Justice Factors.
- The extent to which the organization applying has a process to ensure the benefits of the project are equitably distributed, considering factors like race, ethnicity, and income level when selecting clients for service.
- Efforts to ensure that the proposed improvements are accessible and inclusive, particularly for individuals with disabilities.

- The use of languages other than English to communicate in writing and verbally with people for whom English is a second language and/or employing bi-cultural staff with language proficiency and/or those with lived experience.

4.4.3 Alignment with Healthy Homes Grant Program Round 1 (Jan. 2024) Funding Priorities (8 possible points).

- Anticipated improvement in the housing conditions of Low-Income Households, including safety, temperature, humidity control, or energy efficiency.
- The extent to which the Application aligns with HHGP’s specific funding priorities for the given round of funding, as described in this RFGA.

4.4.4 Budget (16 possible points).

- Budget is reasonable and appropriately reflects program activities.
- Budget includes itemized costs and cost estimates.
- Demonstrated ability to maximize and leverage resources (if applicable).
- Availability of other sources of funding dedicated to the proposed project.

4.4.5 Healthy Homes Best Practices (12 possible points).

- Potential positive physical and mental health outcomes resulting from the proposed improvements.
- Inclusion of educational component or components and follow up related to proposed rehabilitation activities.
- Application includes residents in decision making when proposing and prioritizing activities at a Residence.

4.4.6 Organizational Capacity and Experience (8 possible points).

- Demonstrated experience in successfully implementing similar projects.
- Demonstrated capacity to manage and monitor projects.

4.4.7 Project Management and Quality Improvement (4 possible points).

- Well defined plan for monitoring and evaluating project progress and outcomes.

4.4.8 Additional awarded points (4 total possible points).

- Programs or projects with specific considerations for renters.
- Applications which are considerate of environmental sustainability practices, such as green building techniques.
- Applications which identify and acknowledge the impacts of Intersectionality when considering health and housing inequities.
- Programs that use Whole-Home Assessment when assessing properties.

5. Public Information.

After Applicants are notified, the grant solicitation file is subject to public disclosure in accordance with the Oregon Public Records Law (ORS 192.311-192.478). If any part of an application is considered a trade secret as defined in Oregon Revised Statutes 192.502(2) or otherwise exempt from disclosure under Oregon Public Records Law, the applicant shall submit one additional copy of their application that redacts only the exempt language. Any person may request copies of public information. However, copies of proposals will not be provided until the evaluation process has been completed and the applicant(s) are notified. Requests for copies of public information shall be in writing. Requestors will be charged according to the current OHA policies and rates for public records requests in effect at the time OHA receives the written request for public information. Fees, if applicable, must be received by OHA before the records are delivered to the requestor.

Information on how to request public information may be found here:
<https://www.oregon.gov/oha/ERD/Pages/Records.aspx>

6. Cost of Applications and Obligation.

All costs incurred in preparing and submitting an application in response to this RFGA will be the responsibility of the applicant and will not be reimbursed by OHA. All applicants who submit an application in response to this RFGA understand and agree that OHA is not obligated to select any applicant and has absolutely no financial obligation to any applicant arising from this RFGA.

7. Reservations of OHA Rights.

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

- Amend or cancel this RFGA without liability if it is in the best interest of OHA to do so.
- Waive any minor informality or non-conformance with the provisions or procedures of this RFGA.
- Seek clarification of any application.
- Negotiate the terms of the grant agreement, including program activities described in this RFGA.
- Amend or extend the term of any Agreement that is issued as a result of this RFGA.
- Engage applicant(s) by selection or procurement for different or additional program activities independent of this RFGA process and any agreements entered into pursuant hereto,
- Enter into direct negotiations to execute a grant agreement with a successful applicant in the event that the applicant is the sole applicant to this RFGA, and OHA determines that the applicant satisfies the minimum RFGA requirements; and
- Reject any application upon finding that to accept the application may impair the integrity of the solicitation process or that rejecting the application is in the best interest of OHA.

8. Contractual Obligation.

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

9. DOJ Non-Profit Charitable giving language.

All charitable IRS 501(c)(3) organizations must be registered with the charitable activities section of the Department of Justice at the following link: <https://justice.oregon.gov/charities>. Additional information can be located under the tab labeled “Starting or Closing a Charity” on that site.

10. RFGA Exhibits:

- **Exhibit A: Sample Online Application**
- **Exhibit B: Sample Proposed Budget Template**
- **Exhibit C: Sample Grant Agreement**

EXHIBIT A
SAMPLE ONLINE APPLICATION
Healthy Homes Grant Program Grant Application
Round 1 Funding
RFGA OregonBuys # S-44300-00009255 OHA # 5795

The application can be made available in an alternative format upon request such as in other languages or large print. Please contact healthyhomes@odhsoha.oregon.gov and every effort will be made to fulfill requests that are made prior to the grant deadline.

It is advised that applicants download the application first and use it as a working document to answer questions with the option of copying and pasting information into the online application. Smartsheet, the platform being used, does not allow for saving and returning later. Only the online application will be accepted. If you are unfamiliar with submitting applications online, please give yourself sufficient time to meet the application deadline.

Note: Due to word limits, please consider being specific and concise when answering questions. * Represents a required question.

Applicant Eligibility and Information

1. Select the type of eligible entity that best matches your organization. *

Please note that you must select one of these choices below to be eligible for this funding opportunity and that your organization must serve low-income households. If you represent a **Nonprofit**, a Letter of Determination will need to be submitted with your application as an attachment.

- Community Action Agency
- Coordinated Care Organization
- Electric utility
- Indian health centers
- Local government
- Local housing authority
- Manufactured dwelling park nonprofit cooperative
- Natural gas utility
- Nonprofit organization

For Federally Recognized Indian Tribes in Oregon, funds are being awarded to Tribes through Tribal set aside funding. Please contact the Healthy Homes Grant Program for any questions related to Tribal funding.

2. Legal name of organization applying. *

3. Employer Identification or Federal Tax Identification Number. *

4. Does your organization have an Oregon Buys ID number? * Yes or No.

If yes, what is the OregonBuys ID number?

If no, an Oregon Buys Vendor Identification Number will be needed before being awarded funds from the program. You can learn more about how to register with Oregon Buys in this Oregon Buys document: located on the website under “Other Helpful Information.”

5. **Is your organization currently registered with the Oregon Secretary of State business registry? Yes or No.**

If no, the applicant must meet requirement prior to Agreement execution.

6. **If you are a charitable IRS 501(c) (3) organization, are you registered with the Oregon Department of Justice? Yes or No.**

If no, you will need to register on the Oregon Department of Justice “Charitable Activities” webpage under the tab “Charities” and subtab “Starting or Closing a Charity” prior to Agreement execution.

7. **Does your organization meet the insurance requirements listed in Section 1.6.3 of the RFGA? * Yes or No.**

If no, you will need to meet the insurance requirements prior to Agreement execution.

8. **Information for main contact for application:**

- Name *
- Address *
- Email address *
- Telephone number *
- Website address

9. **Information for Contract Administrator for application (if different from main contact):**

- Name
- Email address
- Telephone number

10. **Select the county and counties served by the applicant. ***

- Statewide
- Baker
- Benton
- Clackamas
- Clatsop
- Columbia
- Coos
- Crook
- Curry
- Deschutes
- Douglas
- Gilliam

- Grant
- Harney
- Hood River
- Jackson
- Jefferson
- Josephine
- Klamath
- Lake
- Lane
- Lincoln
- Linn
- Malheur
- Marion
- Morrow
- Multnomah
- Polk
- Sherman
- Tillamook
- Umatilla
- Union
- Wallowa
- Wasco
- Washington
- Wheeler
- Yamhill

11. If applicable, select the name of the Federally Recognized Tribe or Tribes of Oregon served by the applicant.

- Burns Paiute Tribe
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of the Grand Ronde Community of Oregon
- Confederated Tribes of Siletz Indians
- Confederated Tribes of the Umatilla Indian Reservation
- Confederated Tribes of Warm Springs
- Coquille Indian Tribe

- Cow Creek Band of Umpqua Tribe of Indians
- Klamath Tribes
- All Nine Federally Recognized Tribes of Oregon

12. Does your organization serve historically unrepresented & underserved communities? *

If yes, please share how your organization serves historically unrepresented and underserved communities. Examples could include 1) bi-cultural staff with language proficiency to communicate with population, 2) staff with lived experience, 3) outreach materials in a language other than English, 4) working relationships with culturally specific communities.

Organizational Capacity and Structure

13. Describe the experience of the project team (applicant and any other partners or contractors who have been identified) in completing projects like what is proposed in the application. If there is experience the project team is missing, please describe the plan to acquire it. *

Project Information

14. Please describe each of the following: *

- Need for the proposed project or projects
- How you identified the need (including data used and conversations with resident or service providers)
- How your project or projects will address the need that you have identified.

15. If applicable, please describe the specific population served by the proposed project or projects (for example people living in rural areas or people with disabilities) and the geographic area covered (for example city, county or statewide).

16. Does your project or project serve renters? * Yes or No.

If yes, please describe how you plan to maintain affordability of the unit or units after healthy home interventions have been made.

17. Please select the method or method or methods that will be used to assess and prioritize the repair and rehabilitation needs of the residence. *

- Visual assessment
- Conversation with property owner
- Conversation with resident
- Health-related referral
- Whole home assessment
- Other (if so explain)

18. Please share how your organization educates clients about potential home repairs or installation of energy efficiency measures, including the timeline for repairs, warranty information any operational and/or ongoing maintenance requirements. Please include how follow up support is provided for clients if issues arise. *

Proposed Budget, Existing Funding and Partnerships

19. Please select the funding track you are requesting and share the specific amount. *

- Medium Track (25,000-200,000)
- Large Track (200,001-750,000)

Specific Amount:

20. In this round of funding, OHA is prioritizing applicants that can address gaps in existing programs and leverage existing funding streams.

Please explain the status of your proposed project or projects, what gaps currently exist, and how HHGP funding will leverage your existing funding to help complete your project or projects. *

Work Plan Information

Note: Grantees will share updates to the information submitted in the work plan as part of reporting.

21. Program or Project Goals - Please select at least one goal from the three listed and may select all that apply. *

For each goal selected, applicant must share at least **one anticipated outcome** and at least **one progress measure** (see explanation information with examples at end of application document).

- **Program or Project Goal 1: Maximize the energy efficiency of residences.**
 - Anticipated Outcome:
 - Progress Measure:
- **Program or Project Goal 2: Extend the useable life of residences.**
 - Anticipated Outcome:
 - Progress Measure:
- **Program or Project Goal 3: Improve the health and safety of occupants of residences.**
 - Anticipated Outcome:
 - Progress Measure:

22. Healthy Homes Activities - Please select the activities that are planned in support of the selected goals and anticipated outcomes. More details are listed below. *

- Accessibility modifications
- Asthma and allergen trigger removal
- Electrical upgrades
- Energy audits and home hazard assessments
- Energy efficiency upgrades
- HVAC upgrades
- Insulation and sealing
- Integrated pest management
- Lead abatement
- Mold and mildew abatement

- Radon abatement
- Reducing heat
- Safety enhancements
- Smoke filtration and purification
- Structural and safety improvements
- Structural repairs
- Ventilation improvement and air filtration reduction
- Window and door replacement
- Other 1
Other Activity (please explain)
- Other 2
Other Activity (please explain)
- Other 3
Other Activity (please explain)

Additional Application Requirements

In addition to the questions answered above, complete applications must include the following: *

- **Attachment #1** – Proposed Budget Template; and
- **Attachment #2** - Non-Profit Letter of Determination (if applicable) received from the Internal Revenue Service must be submitted with the Application (Nonprofits ONLY)

Additional Information

Would you like to be notified of future HHGP funding opportunities? Yes or No.

By entering your NAME and TITLE below and submitting a Grant Application in response to this RFGA, Applicant certifies that the following statements are true:

- a.** Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Applicant nor will Applicant discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a Disabled Veteran or a subcontractor that employs a Disabled Veteran;
- b.** Information included in the Grant Application shall remain valid until a grant agreement is executed;
- c.** The statements contained in the Grant Application are true and complete to the best of the Applicant's knowledge and Applicant accepts as a condition of the RFGA, the obligation to comply with the applicable state and federal requirements, laws, rules, policies, standards, and regulations. The Applicant recognizes that this is a public document and open to public inspection;
- d.** The Applicant acknowledges receipt of any additionally required Attachments to the RFGA; and
- e.** If the Applicant is a successful Applicant, it will be offered a Grant Agreement as a result of this RFGA.

WORK PLAN ADDITIONAL INFORMATION

Program or Project Goal – High-level statement that expresses long-term intent.

Outcome – What your program aims to accomplish and the impact your efforts will have on the health and wellbeing of inhabitants of improved residences using language that is specific, measurable, achievable, relevant, and time-bound when developing anticipated outcomes.

Progress Measure – How progress will be measured in achieving your stated goals and outcomes.

Outcome Examples –

- Improve indoor air quality in low-income households by conducting home assessments, implementing necessary repairs (such as fixing ventilation systems and/or addressing mold issues), and providing education on indoor air quality best practices, with the goal of achieving a 20% reduction in air pollutants within the next 12 months.
- Decrease asthma triggers in low-income households within a specific neighborhood by 15% over the next two years through targeted home rehabilitation projects that include repairing water leaks, eliminating mold, and ensuring proper ventilation systems.

Progress Measure – How progress will be measured in achieving your stated goals and outcomes.

Progress Measure Example – These progress measure examples provide specific criteria that can be monitored regularly to assess how projects are advancing toward achieving the intended outcomes.

- Number of home assessments conducted within the first three months.
- Number of repaired ventilation systems and addressed mold issues within the first six months.
- Participation rates in indoor air quality education sessions.
- Completion rates of proposed rehabilitation projects.

Healthy Homes Activities –

- **Accessibility Modifications:** Increase accessibility in homes by installing ramps, grab bars, wider doorways, and other necessary improvements for older adults or occupants with disabilities.
- **Asthma and Allergen Trigger Removal:** Identify and remove asthma and allergen triggers within homes to improve respiratory health.
- **Electrical Upgrades:** Upgrade electrical systems to improve safety and support energy-efficient heating and cooling devices.
- **Energy Audits and Home Hazard Assessments:** Conduct comprehensive energy audits to identify areas for improvement and prioritize energy-saving measures. Conduct home hazard assessments to identify and evaluate risks posed to residents from conditions found in the home.
- **Energy Efficiency Upgrades:** Incorporate energy-efficient features to reduce long-term operational costs and extend the useful life of the property.
- **HVAC Upgrades:** Replace or repair heating, ventilation, and air conditioning (HVAC) systems with energy-efficient models.
- **Insulation and Sealing:** Install or upgrade insulation and air sealing to reduce heat loss and improve temperature control.
- **Integrated Pest Management:** Control pests within residences while prioritizing the health and wellbeing of occupants.

- **Lead Abatement:** Address lead-based paint hazards in homes built prior to 1978, to prevent lead poisoning, especially among young children.
- **Mold and Mildew Abatement:** Eliminate moisture issues and remove mold and mildew to improve indoor air quality and reduce respiratory health problems.
- **Radon Abatement:** Lessen radon gas levels in homes to minimize health risks associated with radon exposure.
- **Reducing Heat:** Implement strategies such as the installation of cool roofs, green roofs, or vegetation to reduce heat and enhance energy efficiency.
- **Safety Enhancements:** Install smoke detectors, carbon monoxide detectors to enhance safety for occupants.
- **Smoke Filtration and Air Purification:** Install smoke filtration systems and air purification devices to enhance indoor air quality, particularly for homes located in areas prone to wildfires.
- **Structural and Safety Improvements:** Make structural and safety enhancements to improve accessibility, visitability, fire resistance, and seismic resiliency in homes.
- **Structural Repairs:** Address structural issues such as foundation problems and roofing to ensure the long-term stability of homes.
- **Ventilation Improvement and Air Infiltration Reduction:** Implement measures to enhance ventilation, reduce air infiltration, and maintain comfortable temperature levels within homes, promoting overall comfort and health.
- **Window and Door Replacement:** Upgrade windows and doors with energy-efficient alternatives to reduce drafts and improve insulation.

ADDITIONAL SUPPORT

Please email questions to healthyhomes@odhsoha.oregon.gov

Responses to Frequently Asked Questions (FAQ's) and other program information will be posted on the Healthy Homes Grant Program Request for Grant Application (RFGA) webpage at <https://bit.ly/HHGPRFGA>.

**Exhibit B: SAMPLE Proposed Budget Template
Budget and Narrative**

INSTRUCTIONS: Please list your organization's financial contact information and all costs for your proposed program or project with the Healthy Homes Grant Program. Follow the instructions noted below. Click on the 'Instructions' tab to view more guidance, descriptions and examples for each budget category.

Organization Name:	
Fiscal Contact:	
E-mail address:	
Phone Number:	

Budget Category	Description	Total (calculated formula)																																																																														
A	Healthy Homes Direct Costs																																																																															
1	Personnel Costs (for program and project staff)																																																																															
1a.	Salaries																																																																															
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2	Subcontracts	
	Instructions: List all known or anticipated subcontracts for contractors or consultants. List one contract or consultant per line (TBD if unknown), with narrative, as noted in workplan.	
	Contractor Name:	Narrative: Cost:
2a.		
2b.		
2c.		

2d.			
2e.			
2f.			
2g.			
2h.			
2i.			
2j.			
TOTAL SUBCONTRACTS			\$0

3 Materials and Supplies for households			
	Instructions: List materials that program will directly purchase to implement project. <i>Narrative to include: item type, quantity, cost per unit and purpose for project, per workplan.</i>		
	Item:	Narrative:	Cost:
3a.	Project materials		
3b.	Office supplies		
3c.			
3d.			
3e.			
TOTAL MATERIALS & SUPPLIES			\$0

4 Equipment			
	Instructions: List equipment that program will purchase to implement the workplan. Note whether equipment will be installed in households or retained by your organization. <i>Narrative to include: equipment type, quantity, cost per unit and purpose, per workplan.</i>		
	Item:	Narrative:	Cost:
4a.			
4b.			
4c.			
4d.			
4e.			
TOTAL EQUIPMENT			\$0

B Other Direct Costs - for Program Delivery			
	Instructions: List other direct costs related to program delivery that are not directly tied to households. <i>Narrative to include: cost type and description (type, quantity, duration) and purpose for project, per workplan.</i>		
5	Item:	Narrative:	Cost:
5a.	Training and Capacity Building		
5b.	Travel		
5c.	Other Costs		
5d.	Direct Administrative Costs		
5e.			
5f.			
5g.			
TOTAL OTHER DIRECT COSTS			\$0

6	TOTAL DIRECT COSTS	(Sum of A. Healthy Homes Direct Costs and B. Other Direct Costs)	\$0
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7	TOTAL INDIRECT COSTS	Instructions: List the total amount of indirect administrative costs.	\$0
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Reminder: Administrative Costs are capped at 20% of Total Budget (sum of 5d. Direct Administrative + 7. Total Indirect Costs)

8	TOTAL BUDGET:	(Sum of 6. Total Direct Costs and 7. Total Indirect Costs)	\$0
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If necessary, attach a longer budget narrative on a separate sheet, as a PDF file named Additional Budget Narrative.

Grant Agreement Number **000000**

EXHIBIT C
SAMPLE GRANT AGREEMENT
Healthy Homes Grant Program Grant Application
Round 1 Funding
RFGA OregonBuys # S-44300-00009255 OHA # 5795

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

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

hereinafter referred to as “**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 on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **[insert start date]** provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **[insert end date]**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient 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: Disbursement and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Insurance Requirements

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

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

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **[\$insert amount]**. 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. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

- Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. Recipient Information 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 code: _____

Email address: _____

Telephone: _____

()

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 Agreement execution.

Commercial General Liability Insurance Company: _____

Policy #: _____

Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____

Expiration Date: _____

Other #1 (list type of coverage and Company): **Other Coverages Determined case by case basis dependent on Grant Activities as explained in RFGA section 1.7.3.**

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 this Section 5.a. “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/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.

6. 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.

Recipient Name

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Oregon Department of Justice

Date

EXHIBIT A

Part 1 Program Description

TBD based on Proposed Program/Project

1. Introduction.

OHA recognizes housing as a driver of health and works to “ensure that all people in Oregon live, work and play in a safe and healthy environment and have equitable access to stable, safe, affordable housing.”¹ OHA seeks to support home repair and rehabilitation activities throughout the State of Oregon that serve those communities impacted by Environmental Justice Factors, including, but not limited to, People of color, low-income, and American Indian and Alaska Native communities.

2. Purpose.

The Healthy Homes Grant Program (HHGP) seeks to improve housing conditions and health outcomes for residents of Low-Income Households, preserve affordability and availability of existing housing stock by addressing deferred property maintenance issues, and help Low-Income homeowners and renters avoid displacement through access to home repair funds.

OHA has allocated up to \$8,500,000 for grant award opportunities issued as part of the Healthy Homes Grant Program, described below. OHA anticipates issuing approximately thirty (30) awards., with medium track award amounts ranging from \$25,000- \$200,000 and large track awards ranging from \$200,001 to \$750,000.

3. Oregon Housing Context and Program Background

HHGP acknowledges that past federal and state housing policies, predatory lending, and unfair real estate practices such as redlining have greatly impacted home ownership rates and access to wealth in Oregon amongst low-income communities, including Black, American Indians and Alaska Natives and People of color². Furthermore, many renters struggle to find affordable units and those living in poverty are more likely to live in substandard housing that is not healthy or safe. Currently, Oregon is among the states with the lowest supply of rental properties that are affordable to people at or below poverty levels. A unit is considered affordable if it costs someone 30% or less of their income. After spending limited or fixed income on basic needs, many Low-Income renters unable to pay their rent are at risk of homelessness while many Low-Income homeowners struggle to pay for routine maintenance or upgrades on aging housing. In Oregon, 52% of the housing stock was built prior to 1978 and 11% was built in 1939 or earlier.³

The Oregon Legislature established HHGP within the Oregon Health Authority during the 2021 legislative session. ORS 431A.400 directs OHA to provide grants to eligible entities that provide financial assistance to persons in Low-Income Households to repair and rehabilitate their Residences, and to landlords to repair and rehabilitate dwelling units inhabited by Low-Income Households. HHGP funding must serve communities with high concentrations of Low-Income Households, communities impacted by Environmental Justice Factors, areas with above-average concentrations of historically disadvantaged Households or residents with low levels of educational attainment, areas with high unemployment, high linguistic isolation, low levels of homeownership or high rent burden.

¹ <https://www.oregon.gov/oha/PH/ABOUT/Documents/ship/2020-2024/Healthier-Together-Oregon-full-plan.pdf>

² <https://www.opb.org/article/2023/07/26/oregon-cost-of-living-housing-construction-building-land-use-high-rent/>

³ https://nchh.org/resource/fact-sheet_healthy-housing-in-oregon/

4. OHA Commitment to Equity.

OHA has committed to racial equity as a key factor to improve health outcomes for all communities that experience inequities. The agency has set a strategic goal to eliminate health inequities by 2030. This goal aims that all Oregonians can reach their full potential and well-being, and are not disadvantaged by their race, ethnicity, language, disability, gender, gender identity, sexual orientation, social class, intersections among these communities or identities, or other socially determined circumstances.⁴

5. *Grant Activities and Goals. TBD based on Application responses with proposed Grant Activities*

6. *Grant Activity Outcomes. TBD based on Application responses with proposed Grant Activities*

7. Eligible and Ineligible Expenditures

Funds awarded may be used for supplies, equipment, contracted services, personnel, fringe benefits and related costs for personnel to implement the Work Plan.

Grantees may spend up to 20% of the total award amount towards administrative expenses, as detailed in the HHGP Grantee Fiscal Guidance Document available at <http://bit.ly/ORHHGP>.

Funds awarded may **not** be used for: construction or development of new units of housing; purchase of real estate; purchase of vehicles; payment for direct medical care and medical supplies; payment for individual community members' rent, mortgage, utilities, phone, or internet service.

8. *Grant milestones.*

9. *Reporting Requirements. See RFGA for this information.*

⁴ <https://www.oregon.gov/oha/PH/ABOUT/Documents/ship/2020-2024/Healthier-Together-Oregon-full-plan.pdf>

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

(1) ***Disbursement Schedule:***

b. Recipient Invoice.

(a) Recipient shall submit signed invoices on a form that has been created by Recipient, to OHA’s Agreement Administrator at the address specified on page 1 of this Agreement, or to any other address as OHA may indicate in writing to Recipient.

(b) Invoices must include the following information:

- (1) Recipient name;
- (2) Invoice number;
- (3) Date of invoice;
- (4) This Agreement number;
- (5) A detailed description of activities performed to which the invoice applies,
- (6) An explanation of all expenses for which Recipient claims reimbursement authorized under this Agreement; and
- (7) The total amount due.

2. Budget. TBD with submission of Proposed Budget with RFGA..

3. Use and Recovery of Grant Funds.

The use and recovery of grant funds shall be in accordance with Exhibit B, Section 5 “Recovery of Overpayments” and Health Homes Program Oregon Revised Statute found at

https://oregon.public.law/statutes/ors_431a.400

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 have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants 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, 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.

SAMPLE

EXHIBIT C

Insurance Requirements

TBD based on Grant Activities Proposed (see RFGA section 1.7.3)

INSURANCE REQUIREMENTS:

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Grantee/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. Grantee/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 Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Grantee/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). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/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, Grantee/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:

Grantee/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 \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/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.

PROFESSIONAL LIABILITY:

Required Not required

Grantee/Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$ _____ per claim and not less than \$ _____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Grantee/Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Grantee/Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$ _____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:

Required Not required

Grantee/Recipient shall provide Pollution Liability Insurance covering Grantee/Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Grantee/Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$ _____ and not less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee/Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee/Recipient that arise from the goods delivered or Services (including transportation risk) performed by Grantee/Recipient under this Grant Agreement is also acceptable.

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 Grantee/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 Grantee/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, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/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:

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

- (i) Grantee/Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Grantee/Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee/Recipient shall provide to Agency 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, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

Required Not required

Grantee/Recipient shall provide Directors, Officers and Organization Liability Insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$ _____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

Required Not required

Grantee/Recipient shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee/Recipient. Coverage limits not less than \$ _____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

Required Not required

Grantee/Recipient shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient’s employees and volunteers. Policy endorsement’s definition of an insured must include the Grantee/Recipient, and the Grantee/Recipient’s employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$ _____ per occurrence and not less than \$ _____ annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

Required Not required

Grantee/Recipient shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone’s payload and/or dispensable loads in a form and with coverage that are satisfactory to the State. This insurance shall include premises 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, operation, or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$ _____ per occurrence.

AIRCRAFT LIABILITY:

Required Not required

Grantee/Recipient shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$ _____ per occurrence/aggregate.

AIR CARGO LIABILITY:

Required Not required

Grantee/Recipient shall provide Air Cargo Insurance covering loss of cargo in transit during the performance of this Grant Agreement. Coverage must be written with a combined single limit per occurrence of not less than \$ _____ per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY:

Required Not required

Grantee/Recipient shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall be not less than \$ _____ combined single limit (alternate language if combined single limit cannot be provided: \$ _____ per person and \$ _____ per occurrence for bodily injury and \$ _____ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

MOTOR CARRIER CARGO LIABILITY:

Required Not required

Grantee/Recipient shall provide Motor Carrier Cargo Liability Insurance covering loss to cargo in transit during the performance of this Grant Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits) and must have a combined single limit per occurrence of not less than \$ _____.

GARAGE LIABILITY:

Required Not required

Grantee/Recipient shall provide Garage Liability Insurance for garage operations. Coverage must include Garage Keepers legal Liability for autos left for service or repair and be not less than \$ _____ combined single limit.

GARAGE KEEPERS LEGAL LIABILITY:

Required Not required

Grantee/Recipient shall provide Garage Keepers' Legal Liability Insurance for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than \$ _____ per location.

BAILEE'S COVERAGE:

Required Not required

Grantee/Recipient shall provide Bailee's Insurance covering any and all State property left in the care, custody, or control of the Grantee/Recipient. Coverage must include valuable papers, including but not limited to microfilm. Coverage must be written on an occurrence basis. Combined single limit per occurrence of not less than \$ _____ for each site or location.

MARINE PROTECTION AND INDEMNITY:

Required Not required

Grantee/Recipient shall provide Marine Protection and Indemnity Insurance with a combined single limit per occurrence of not less than \$ _____.