

## STATE OF OREGON



### COVER PAGE

## OREGON HEALTH AUTHORITY

Is issuing this Request for Grant Proposals (RFGP) under  
OregonBuys Bid Number #S-44300-00017113 and OHA #6241

### COMMUNITY-BASED PERINATAL SERVICES ACCESS PROGRAM

Date of Issue: **July 1, 2026**

Closing Date: **August 7, 2026 – 3:00 p.m. PDT**

**Single Point of Contact (SPC): Tammy Hurst**

**Address:** 500 Summer Street NE, E03  
**City, State, Zip** Salem, Oregon 97301  
**E-mail:** [tammy.hurst@odhsoha.oregon.gov](mailto:tammy.hurst@odhsoha.oregon.gov)

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## TABLE OF CONTENTS

<b>SECTION 1: GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SCHEDULE.....	4
1.3 SINGLE POINT OF CONTACT (SPC) .....	4
<b>SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE.....</b>	<b>4</b>
2.1 AUTHORITY AND METHOD .....	4
2.2 DEFINITION OF TERMS.....	4
2.3 OVERVIEW AND PURPOSE .....	6
2.4 SCOPE OF PROGRAM ACTIVITIES.....	8
<b>SECTION 3: PROCUREMENT REQUIREMENTS .....</b>	<b>12</b>
3.1 MINIMUM QUALIFICATIONS .....	12
3.2 MINIMUM SUBMISSION REQUIREMENTS.....	12
3.3 PROPOSAL REQUIREMENTS .....	13
3.4 REQUIRED DOCUMENTS .....	20
<b>SECTION 4: PROPOSAL PROCESS.....</b>	<b>21</b>
4.1 PUBLIC NOTICE .....	21
4.2 INFORMATIONAL WEBINARS AND VIRTUAL OPEN OFFICE HOURS .....	21
4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS .....	21
4.4 PROPOSAL DELIVERY OPTIONS .....	22
4.5 PROPOSAL MODIFICATION OR WITHDRAWAL .....	22
4.6 PROPOSAL DUE .....	22
4.7 OPENING OF PROPOSALS .....	22
4.8 PROPOSAL REJECTION.....	23
4.9 EVALUATION PROCESS.....	23
4.10 POINT AND SCORE CALCULATIONS .....	24
4.11 RANKING OF PROPOSERS .....	24
<b>SECTION 5: AWARD AND NEGOTIATION.....</b>	<b>25</b>
5.1 AWARD NOTIFICATION PROCESS.....	25
5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS .....	25
5.3 GRANT AGREEMENT NEGOTIATION.....	26
<b>SECTION 6: ADDITIONAL INFORMATION .....</b>	<b>26</b>
6.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION .....	26
6.2 GOVERNING LAWS AND REGULATIONS .....	26
6.3 OWNERSHIP/PERMISSION TO USE MATERIALS .....	27
6.4 CANCELLATION OF RFGP; REJECTION OF PROPOSAL; NO DAMAGES.....	27
6.5 COST OF SUBMITTING A PROPOSAL .....	27
ATTACHMENT A – PROPOSER INFORMATION AND CERTIFICATION SHEET .....	32
ATTACHMENT B RESPONSIBILITY INQUIRY .....	34
ATTACHMENT C - SAMPLE GRANT AGREEMENT.....	37

## SECTION 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

The State of Oregon, acting through its Oregon Health Authority (OHA), Public Health Division (PHD) Family and Child Health Section requests Proposals from organizations that meet the minimum qualifications and that are based in Oregon to expand access to Doula and lactation support services.

This Request for Grant Proposal (RFGP) provides funding to expand access to Culturally Specific and culturally competent Perinatal services across Oregon. It does this by increasing trained providers and strengthening organizations that deliver community-based Perinatal care. These funds can be utilized for workforce development, service delivery, outreach, and infrastructure to strengthen community-based Doula and lactation support.

**Grant Period:** The initial term of the Grant Agreement is anticipated to be 1 year with the option to renew up for one additional year. Initial term and additional year are subject to change at OHA's sole discretion. OHA has approximately \$500,000 available as part of this grant opportunity. OHA may award additional funds if they become available or may not award all the funds depending on Proposals received.

Organizations may apply for up to \$100,000 from this funding source through this RFGP to conduct activities from November 1, 2026 through October 31, 2027. OHA anticipates awarding approximately 5-10 grant awards, depending on the number and size of requests evaluated using the scoresheet and aligned with the purpose identified in Senate Bill 692 and Senate Bill 1568.

Funding categories:

Grant Category	Dollar Amount
Mini Grant	\$5,000-\$20,000
Medium Grant	\$20,001-\$50,000
Large Grant	\$50,001-\$100,000

## 1.2 SCHEDULE

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

Event	Date	Time
RFGP Release Date	July 1, 2026	
Proposal Informational Webinar (English)	July 7, 2026	12:00pm
Proposal Informational Webinar (Spanish)	July 8, 2026	12:00pm
Questions / Requests for Clarification Due	July 10, 2026	5:00pm
Answers posted approx.	July 15, 2026	5:00pm
Closing Date (Proposals Due)	August 7, 2026	3:00pm
Issuance of Notice of Award (approx.)	October 15, 2026	5:00pm

## 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFGP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFGP only to the SPC, whether about the technical requirements of the RFGP, contractual requirements, the RFGP process, or any other provision.

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY AND METHOD

OHA is issuing this RFGP pursuant to its authority under ORS 413.033, Senate Bill 692 and Senate Bill 1568.

OHA may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

### 2.2 DEFINITION OF TERMS

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

**Community-Based Organization or CBO:** for the purposes of this RFGP, a CBO is any registered 501(c)(3) organization that provides community-led culturally and linguistically responsive public health services to communities in Oregon.

**Culturally Specific:** means led by individuals from the community served, using language, structures, and settings familiar to the members of the community.

**Doula:** means a trained professional who provides continuous physical, emotional, and informational support to an individual during pregnancy, labor and delivery, and/or the postpartum period to help the individual achieve the healthiest and most satisfying experience possible.

**Doula Hub:** Doula Hubs have been or are being established so Traditional Health Workers (THW) Doulas can bill as groups, rather than individuals. A Doula Hub may be a business, agency, or community organization that has applied and been approved by the state of Oregon as a Billing Provider. Doula Hubs are also an organizational model that may serve many other purposes including training, referrals, business development, and technical assistance.

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

**International Board Certified Lactation Consultants or IBCLC:** International Board Certified Lactation Consultants (IBCLC) are important members of the maternal-child health team specializing in breastfeeding care. IBCLC have diverse backgrounds and work in a variety of settings, but all have met rigorous eligibility requirements and passed an examination that assesses knowledge in breastfeeding management. Working together with families, policymakers, and the community, IBCLC provide expert lactation care and advance global public health.

**Lactation Worker:** a Lactation Worker is any individual who provides education, support, peer guidance, or specialized assistance to families in infant feeding and lactation. This term is intentionally broad and encompasses all roles within the lactation support spectrum, including but not limited to IBCLC, lactation educators, Lactation Consultants, Certified Lactation Consultants, peer lactation counselors, lactation advocates, and other community- or clinic-based providers who support chest/breastfeeding and human milk feeding.

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

**Oregon Health Plan or OHP:** Oregon's medical assistance program. It provides health care coverage for people from all walks of life. This includes working families, children, pregnant people, single adults, and seniors. Also known as "OHP" or Medicaid.

**Perinatal:** means the period before, during, and after birth, extending from pregnancy through one year postpartum.

**Priority Population:** Communities with demonstrated inequities in perinatal health outcomes; people who are Black, African American, Tribal community members, Native American/Indigenous/American Indian/Alaska Native, Asian, Pacific Islander, Native Hawaiian, Latino/a/e/x, Immigrants, Refugees, people with Disabilities/Disabled People, people who use drugs/people with substance use disorder, people who are unhoused, members of the LGBTQAI+ community and people who live in Rural/Remote locations or pregnant people in maternity deserts.

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

**Traditional Health Worker (THW):** Traditional Health Workers (THW) are trusted individuals from their local communities who may also share socioeconomic ties and lived life experiences with health plan members. The term "Traditional Health Worker" refers to the six different worker-types. (1)[Community Health Worker \(CHW\)](#) (2) [Peer Support Specialist \(PSS\)](#) (3)[Peer Wellness Specialist \(PWS\)](#) (4)[Personal Health Navigator \(PHN\)](#) (5) [Birth Doula](#) (6) Tribal Traditional Health Worker (TTHW)

## 2.3 OVERVIEW AND PURPOSE

In response to persistent disparities in maternal and infant health outcomes across Oregon, in 2025 the Oregon Legislature enacted Senate Bill 692 ([SB692](#)) and made updates in 2026 via Senate Bil ([SB 1568](#)). This legislation establishes a Community-Based Perinatal Services Access Program aimed at expanding access to Culturally Specific and culturally competent services during the Perinatal period. The statute mandates the OHA to develop and administer the Community-Based Perinatal Services Access Fund, which will provide grants to eligible entities to support Perinatal service delivery, workforce development, outreach, and infrastructure.

### OHA Goal:

- Increase access to Culturally Specific Perinatal services by expanding a diverse workforce of Doulas, Lactation Worker, and THW who provide care aligned with families' cultural needs within communities identified as priority populations.  
Reduce maternal and infant health disparities by improving equitable access to trusted, community-based support throughout pregnancy, birth, and postpartum.
- Build and stabilize the Perinatal workforce through investments in education, training, wages, mentoring, and ongoing professional development.
- Strengthen community-based Perinatal infrastructure such as Doula Hubs, billing support systems, mentoring networks, and referral pathways.
- Increase awareness of Perinatal services and benefits through community and provider outreach, ensuring people know what services are available and how to access them.

**Funding Categories:**

Fund Category (dollars)	Sample project scope	High level requirements	Anticipated # of Awards
Mini Grant (5,000-20,000)	Discrete projects such as paying for Doula and lactation support training requirements. Other examples may include hosting trainings or professional learning community spaces.	Activity and fiscal reports: once per quarter . One required technical assistance call per year.	3
Medium Grant (20,001-50,000)	Projects and initiatives blending outreach, training, onboarding and infrastructure investments in the Perinatal workforce.	Quarterly Activity reports and fiscal reporting. Two required technical assistance calls per year. Participation in group orientation session.	3
Large Grant (50,001-100,000)	Projects focused on Perinatal Infrastructure investments such as a Doula Hub, broadscale investments in underserved communities and stabilizing workforce initiatives.	Quarterly Activity reports and fiscal reporting. Two required technical assistance calls a year. Participation in group orientation session.	3

The purpose of this funding is to bolster the Perinatal workforce to increase access to community-based Perinatal providers including but not limited to Doulas.

This will be done by funding projects or organizations that will focus on:

- **Providing or paying for formal education, training, and mentoring** for Culturally Specific community based Perinatal providers.
- **Wages or stipends:** Supporting individuals in training or delivering community-based Perinatal services through wages and financial benefits such as stipends

- **Performing outreach and engagement;** to attract individuals to training programs to provide Culturally Specific community-based services during the Perinatal period, or to providers and consumers to provide education regarding community based Perinatal services.
- **Investing in community based Perinatal health infrastructure such** as the creation of a Doula Hub or insurance billing support system for community based Perinatal providers.
- **Providing technical assistance to Doulas or Doula organizations;** established organizations and entities supporting other organizations.

These focus areas are listed by category and are not meant to imply a selection preference by the OHA.

## 2.4 SCOPE OF PROGRAM ACTIVITIES

**2.4.1.** Providing or paying for formal education and training. Paying for costs of required training and education to provide community-based services during the Perinatal period, including tuition, fees, books, and other materials and supplies.

### **Examples include**

- Increase the number and diversity of Doulas and promote field stability by paying for THW and Doula training, tuition, onboarding stipend, mentor matching, and mentor stipend.
- Invest in community-based Lactation Workers; breastfeeding, chest feeding, lactation trainings, tuition, books, and fees for courses required for IBCLC certification. IBCLC exam costs and associated travel.
- Paying for online or in person Doula, lactation or THW classes or training, travel, time spent in training and materials such as books, office supplies, and computer equipment.
- Paying for supplies utilized in lactation and Doula services (Doula Kit) such as birth comfort items, infant scales, and demonstration items (dolls, blankets, infant carriers, baby feeding supplies).
- Hosting professional learning communities or trainings for community based Perinatal care providers to promote continued education, collective wellbeing, and professional connections.
- Designing and facilitation of Culturally Specific Perinatal training that aligns with OHA-approved training program standards.

**2.4.2.** Providing wages and financial benefits such as stipends for individuals who are training to provide community-based services during the Perinatal period;

**Examples include:**

- Stipends for new or existing Doulas and Lactation Workers who may not yet be eligible to bill health insurance.
- Stipends or payments to individuals pursuing TWH/ Doula/lactation training with the intention of providing services to Perinatal people living in Oregon
- Stipends or payments to mentors who support the professional development efforts of new or emerging community based Perinatal workers.
- Wages and benefits for individuals who are in training to provide Perinatal community-based services.
- Wages and benefits for individuals providing community based Perinatal services (THW, Doulas, Lactation Workers, peer support specialists).

**2.4.3.** Outreach and recruitment to attract individuals to training programs to provide community-based services during the Perinatal period;

**Examples include:**

- Hosting or joining a community specific event with the purpose of education and outreach related to (1) Perinatal services available to community and (2) Doula and Lactation Worker recruitment.
- Social media campaign intended to educate and recruit new Doulas or Lactation Workers or inform people about Doula and lactation benefits available through OHP.
- Staff or contractor time related to activities meant to perform outreach and recruitment focused on new Doulas or Lactation Workers.
- Providing information on community-based services to providers and activities to build referral pathways between providers and community based Perinatal services.

**2.4.4.** Infrastructure investments. Funding for Culturally Specific or CBO and programs to establish or expand community-based services during the Perinatal period.

Examples include:

- Increasing the number of Doulas employed by or contracted with your organization; paying for training, staff time, contractor time, and onboarding costs.
- Doula Hub creation, implementation, or ongoing operations (based on allowable expenses).

- Creating mentoring and coaching project for new or emerging members of the workforce and experienced professionals. Provide compensation stipend to both mentors and trainees.
- Create or expand mentoring and onboarding procedures, policies, and practices.
- Administrative support: providing insurance billing services for community based Perinatal providers.
- Conduct provider outreach and education to share information about community based Perinatal services such as Doula and lactation insurance coverage and how to locate Perinatal providers.
- Hosting a listening session focused on learning what the community or providers do and don't know about Doulas to inform outreach and training activities.
- Hosting listening sessions to gather information about how providers and patients are made aware of Perinatal care resources such as Doulas and Lactation Workers.

**2.4.5.** Technical assistance to Doulas. This funding may be used to provide technical assistance related to billing and consumer or provider outreach and education to Doulas; and organizations that employ Doulas or contract with Doulas to provide Doula services.

Examples include:

- Existing Doula Hubs hosting no cost training and/or mentoring sessions to emerging hubs or other community based Perinatal health providers (Doulas, THW, Lactation Workers) to establish and implement insurance billing processes.

#### **2.4.1 Allowable expenses**

- Salaries/wages.
- Employee benefits such as health insurance and retirement matching.
- Employer paid taxes such as State Unemployment Tax (SUTA) and Social Security Taxes.
- Subcontract(s) with other organizations or people who will support the approved work plan. This can also include administrative and operational support such as bookkeeper, insurance biller, office manager (not to exceed 45% of award amount).
- Training costs including tuition, fees, books and associated supplies.
- Travel for training for grant deliverable purposes (hotels, gas, car rental).

- Supplies; office supplies, Doula Kit- common Perinatal supplies (scales, demonstration dolls, blankets, infant carriers for instructional purposes).
- Stipends for approved activities.
- Certification test and renewal fees (e.g., IBCLC test and recertification fees).
- Outreach and recruitment materials such as social media posts, flyers, advertisements.
- Food and beverages for training or community events.
- Office equipment totaling less than \$5,000 per item is permitted. Any equipment purchase must directly support the approved work plan. Examples include computers, printers, IT and software purchases, upgrades, and software subscription and licensing fees.
- Translation and interpretation services at training or community events or for organizational materials.
- Gift cards. Gift card incentives are defined as incentives given to program participants to support the project activities outlined in the approved work plan.
- Rent and utilities for organization with a maximum of 15% of the grant award.
- Family Engagement supplies- materials such as diapers, clothing intended for clients.

#### **2.4.6. Unallowable expenses**

- If one or more services are Medicaid eligible the provider cannot bill Medicaid AND use grant dollars for those services at the same time. Commonly known as “double dipping”.
- Vehicles or mobile medical units.
- Advertising and promotional activities not integral to the grant’s objectives (e.g., organizational branding or general outreach).
- Fundraising activities.
- Buildings or building improvement.

## SECTION 3: PROCUREMENT REQUIREMENTS

### 3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements of this section:

- Culturally Specific CBO,
- Federally Recognized Tribes in Oregon and
- Tribal organizations,
- Urban Indian Health Programs and
- Nonprofit or for-profit entities that currently provide Perinatal services in Oregon that offer Doula, lactation or Perinatal support service that align with SB692 or SB1568.

#### Entities that are not eligible:

- Government organizations such as counties, cities, towns, or LPHAs
- Education Service Districts (ESD), universities (private and state),
- K-12 school districts and school-based health centers. However, community-based organizations (CBO) may partner with ESD or school districts as part of their project, but the primary Proposer must meet the minimum qualifications above.
- Current CBO not in good standing with an existing grant from OHA and ODHS or county government.
- Organizations that are not in good standing with the Charitable Activities Section of the Oregon Department of Justice.

### 3.2 MINIMUM SUBMISSION REQUIREMENTS

#### 3.2.1 Proposal Submissions

To be considered for evaluation, must be complete or uploaded in SmartSheet:

- Organization Information (**Sections 3.3.1 through 3.3.5**)
- Proposers applying for the Mini grant must answer questions 1-5, Medium size grant Proposers must answer questions 1-6 and Large grant Proposers answer questions 1-7. Question 5 will be treated as a project plan. (**Section 3.3.6**)
- Proposed Budget (**Section 3.3.7**)
- Letters of Support (required for large grant Proposers, optional for other Proposers) (**Section 3.4.1**)
- Proposer Information and Certification Sheet (**Section 3.4.2**) (**Attachment A**)
- Responsibility Inquiry (**Attachment B**)

### 3.2.2 Proposal Format and Quantity

**Smartsheet Electronic Response.** Proposer must should submit its Proposal and all required documents electronically ( <https://app.smartsheet.com/b/form/019ecc5732fd713c8750d4b0282d1965> ) through the supplied Smartsheets link.

### 3.2.3 Authorized Representative Signature (Attachment A)

Proposals must be signed by an authorized representative of the Proposer. Failure of Proposer's authorized representative to sign the Proposal may result in rejection of the Proposal by OHA. OHA in its sole discretion may allow Proposers to cure a signature deficiency.

## 3.3 PROPOSAL REQUIREMENTS

All the following must be submitted through SMARTSHEET at:

<https://app.smartsheet.com/b/form/019ecc5732fd713c8750d4b0282d1965>

### 3.3.1 Organization Information

**Provide the following Organization information:**

- Organization Name:
- Fiscal Sponsor (if applicable):
- Street address:
- City/State:
- Zip code:
- Organization website:
- Contact person:
- Title:
- Phone number:
- Email:
- Tax ID, EIN or FIN:
- Secretary of State Registration Number:
- OregonBuys Vendor Number:

### 3.3.2 Organization overview: Describe your organization (1-3 sentences)

- How you meet the minimum requirements for section 3.1? (1-3 sentences)
- Mission statement (if applicable)
- Describe the organization's leadership
- Project Title: (10-15-word max)
- Project Goal(s) (1-3 sentences)

**3.3.3 How did you hear about this opportunity? (Not Scored)**

- An OHA email announcement or newsletter
- A non-OHA organization shared the information
- The OHA Website
- A conference presentation
- Other: (please specify)

**3.3.4 This RFGP is broken up into 5 categories. Which areas do you intend to focus on? (Not scored)**

- Providing or paying for formal education, training, and/or mentoring for community based Perinatal providers.
- Wages or stipends: Supporting individuals in training or delivering community-based Perinatal services through wages and financial benefits such as stipends.
- Performing outreach and engagement; to attract individuals to training programs to provide community-based services during the Perinatal period, or to providers and consumers to provide education regarding community based Perinatal services.
- Investing in community based Perinatal health infrastructure such as the creation of a Doula Hub or insurance billing support system for community based Perinatal providers.
- Providing technical assistance to Doulas or Doula organizations; established organizations and entities supporting other organizations.

**3.3.5 Which grant size are you applying for? (drop down menu) Not scored**

- \$5,000 - \$20,000- Mini Grant
- \$20,001 - \$50,000- Medium Grant
- \$50,001 - \$100,000- Large Grant

**3.3.6 Scored Questions**

- 1. All Proposers must answer questions 1 through 5. Interest & Mission Alignment: (Possible points 15 for Mini, 10 for Medium, and 10 for Large)**

Using between 100-300 words answer the following questions:

- a. Why is your organization interested in this opportunity?
- b. Please provide an example of your organization's work in this area.

**2. Population(s) served: (Possible points 10 for Mini, 10 for Medium, and 5 for Large)**

Who does your organization primarily serve? (50 words or less)

**3. Perinatal Health with Oregon examples: (Possible points 20 for Mini, 15 for Medium, and 15 for Large)**

How does your organization work to improve Perinatal and infant health? (300 words or less) Provide 1-3 Oregon specific examples.

**4. Community Needs, Data, and Funding Fit: (Possible points 20 for Mini, 20 for Medium, and 15 for Large)**

Using between 300-400 words

- Mini grants include 1-2 examples,
- Medium and large grants provide 2-4 examples.

a. Describe the Perinatal health needs in the community you serve.

b. How did you identify these needs? Include information about data source(s).

c. How will this funding help meet those needs?

Examples of how needs were identified may include community feedback like information or requests from clients, information from listening sessions or community concerns. You may include data relevant to this topic including information from the United States Census, Community Health Assessments/Community Health Improvement Plans, Community Health Needs Assessments or March of Dimes etc.

**5. Activities, Reach, and Success Measures: (Possible points 35 for Mini, 35 for Medium, and 30 for Large )**

In 700 words or less, describe the activities your organization will complete if you are awarded a grant. This will serve as a proposed workplan for the grant agreement.

- Mini grants must document 1-2 activities.
- Medium grants 1-3.
- Large grants 2-4.

Topics to cover may include:

a. Title of Activity:

b. What activities will you do? (Description)

c. Who will benefit? Or who will be served?

- d. Who will carry out these activities (staff, volunteers, contractors, partner organizations)? (option to skip this question for mini grants)
- e. If applicable, estimate how many people or providers you expect to reach with the named activity. If you plan to work with providers provide a list of their credentials and titles.
- f. What is the timeline for this activity?
- g. Which county, region, or location will this activity take place?
- h. How will you measure and track success?

**Example structure:**

**Activity 1: Title**

1-2 sentence description of what you plan to do

Who will benefit or who is served:

Where will this activity take place?

Who will carry out this activity?

How many people or providers will this reach?

When will the activities take place?

How success will be measured or tracked:

**Activity 2: Title**

1-2 sentence description of what you plan to do

Who will benefit or who is served:

Where will this activity take place?

Who will carry out this activity?

How many people or providers will this reach?

When will the activities take place?

How success will be measured or tracked:

**Only Proposers proposing for medium and large grants must answer Question #6.**

**6. Infrastructure Development: (Possible points 10 for Medium, and 10 for Large)**

Using 200-300 words.

- Medium grants 1-3 examples.
- Large grants 2-4 examples.

How will the activities listed previously improve your organization's infrastructure support for Culturally Specific or community-based providers such as Doulas, Lactation Workers, or other Perinatal services?

**Only Proposers proposing for large grants must answer Question #7.**

**7. Partnerships & Letters of Support: (Possible points 15 for Large)**

Using 50-100 words.

What partnerships are in place or do you plan to build to support the activities in this grant (health systems, community-based orgs, Coordinated Care Organization, health care providers)? Provide 1-3 examples and provide a letter of support from each named partner.

**3.3.7 PROPOSED BUDGET**

Budgets should match the proposed activities. Budget must be completed and uploaded through SmartSheet as an attachment. Proposed budgets may not be awarded in the amount requested, proposed budgets may be adjusted up or down at OHA's discretion, depending on the funding available in each category and region. As a reminder the project period for this grant is 1 year.

**Examples of Proposed Budget Summary Template**

**Example budgets are provided as an educational tool/reference.** They are not meant to imply preference or be a directive for proposers.

**Mini Grant Example 1: International Board-Certified Lactation Consultant (IBCLC) credential support: \$6800**

Budget Description	Total Costs
Portland State University Undergraduate in state resident – Lactation Program Tuition (online certificate) 10 Credit hours + fees - Winter/Fall 2026	4,000
Study materials and books	1,500
IBCLC Exam – Late summer 2027	800
Administrative time to complete grant activities	500
<b>Total Grant Cost</b>	<b>6,800</b>

**Example 2: THW/Doula Training Scholarships: 20,000 Mini Grant**

Budget Description	Total Costs
Contractor time to support activities such as recruiting, processing payments, and onboarding.	4,000
Stipend for 3 new Doula/THW	3,600
3 Doula/THW Trainings cost	7,500
Travel costs to support rural births or attend training (mileage, hotel, meals and incidentals)	2,250
Indirect costs- 15%	2,602
<b>Total Grant Budget</b>	<b>19, 952</b>

**Example 3: Developing and hosting Perinatal training: \$ 50,000**

Budget Description	Total Cost
Project coordinator: Event planning, hosting outreach 25% FTE	16,000
Program manager: grant oversight and reporting 10% FTE	6,100
Fringe 20% and 7% employer payroll taxes	5,967
Cost of trainer: 2-day training for 50 people. Topics related to: (fill in topics) Perinatal health /setting up billing systems	7,700
Space rental	1,200
Food costs for 2 full day training: 50 people	2,000
6 online or in person community collective sessions- hosted by trainer or Doula mentor- focused on collective wellbeing, how to utilize lessons from training, Medicaid billing technical assistance. Payment to trainers/mentors.	1,500
Gift card incentives- for people who attend the follow up sessions. \$25/per person per session. Up to 20 people per session receive a gift card.	3,000
Indirect costs-15%	6,520
<b>Total Grant Budget</b>	<b>49,987</b>

**Example 4: Doula Hub: \$ 100,000**

<b>Budget Description</b>	<b>Total Costs</b>
Salary: Staff focused on organizational and systems infrastructure and grant deliverables 50% FTE (Base salary 60,000/per year)	30,000
Fringe benefits 20% and employer payroll taxes (7%)	8,100
Contractor(s) focused on billing/business operations/technical assistance related to billing	45,000
Travel for community collaboration efforts	400
Interpretation services utilized between billing technical assistance and Doulas who speak languages other than English	4,500
Billing software- initial purchase and x# of licenses for 1 year	2,900
Indirect costs- 10%	9,090
<b>Total Grant Budget</b>	<b>99,990.00</b>

**We are providing two example budget templates. Tailor the budget to meet your project needs. The project budget must align with proposed grant activities and allowable expenses.**

**Budget template (long version):**

Project Title:

Organization:

Grant Period- 11/1/2026-9/30/2027

<b>Description</b>	<b>Cost</b>
Personnel (Role 1) FTE %	
Personnel (Role 2) FTE %	
Fringe Benefits % and employer payroll taxes	
Contracted Services	
Travel	
Training	
Supplies and Materials	
Other cost: (e.g.: Doula software license /upgrade)	
Other cost: (e.g.: Travel)	
Other cost: (e.g.: THW/Doula Scholarship)	
Other cost: (e.g.: Billing software)	
Other cost: (e.g.: Social media ads recruiting Doulas)	
Indirect Costs	
<b>Total Budget:</b>	

**Budget template (short version) Tailor the budget to meet your project needs. The project budget must align with proposed grant activities and allowable expenses.**

Project Title:

Organization:

Grant Period- 11/1/2026-9/30/2027

Description	Cost
Contracted Services	
Supplies and Materials	
Other cost: (e.g.: Doula software license /upgrade)	
Other cost: (e.g.: THW/Doula Scholarship)	
Indirect Costs	
Total Budget:	

**3.4 REQUIRED DOCUMENTS**

Proposers must upload each of the following completed documents.

**3.4.1 LETTERS OF SUPPORT**

Proposers may apply in partnership with other organizations as needed. Letters of Support (LOS) must be included from each partner organization listed as being responsible for a shared deliverable and will be included with Proposal submission. Funding allocated to partnerships should be included in the budget and justified in the budget narrative. Proposers applying for the large grants will be asked to submit a minimum of (1) letter of support.

**3.4.2 Proposer Information and Certification Sheet (Attachment A)**

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

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

**Authorized Representative Signature**

Proposals must be signed by an authorized representative of the Proposer. Failure of Proposer’s authorized representative to sign the Proposal may result in rejection of the Proposal by OHA. OHA in its sole discretion may allow Proposers to cure a signature deficiency.

**3.4.3 Responsibility Inquiry (Attachment B)**

Proposer must complete and upload Responsibility Inquiry.

## **SECTION 4: PROPOSAL PROCESS**

### **4.1 PUBLIC NOTICE**

This RFGP and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov> Documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFGP will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFGP by this reference.

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

Informational webinars will be held at the dates and times listed in the Schedule in Section 1.2. Prospective Proposers' participation in these events is highly encouraged but not mandatory.

The purpose of the informational webinars is to:

- Provide description of each funding opportunity;
- Explain the RFGP process; and
- Answer any questions Proposers may have related to the project or the process.

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

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

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

- Be delivered to the SPC via email; to [tammy.hurst@odhsoha.oregon.gov](mailto:tammy.hurst@odhsoha.oregon.gov) at the time and date listed in Section 1.2, Schedule;
- Reference the OHA RFGP number 6241 in the subject line of the email;
- Identify Proposer's name and contact information; and
- Refer to the specific area of the RFGP being questioned (i.e. page, section and paragraph number); and

#### **4.4 PROPOSAL DELIVERY OPTIONS**

Proposer is solely responsible for ensuring its Proposal is accepted in SmartSheet by the closing date and time. Once a Proposal is complete and submitted, Proposer will receive a confirmation email. If this email is not received Proposer must promptly notify the SPC, failure to notify the SPC prior to closing date will consider the Proposer as late and be rejected by OHA. OHA is not responsible for any delays by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFGP:

Proposal submission is only accepted electronically through Smartsheet at (link) <https://app.smartsheet.com/b/form/019ecc5732fd713c8750d4b0282d1965>

#### **4.5 PROPOSAL MODIFICATION OR WITHDRAWAL**

If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification in one of the authorized methods listed in Section 4.5 (Proposal Delivery Options). To be effective the modification must include the OregonBuys bid number and be submitted to the SPC prior to Opening.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email. To be effective the notice must include the OregonBuys bid number.

#### **4.6 PROPOSAL DUE**

A Proposal (including all required submittal items) must be received by the SPC on or before Closing Date. All Proposal modifications or withdrawals must also be received prior to Closing Date.

A Proposal received after Closing Date and Time is considered LATE and will NOT be accepted for evaluation.

#### **4.7 OPENING OF PROPOSALS**

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

## **4.8 PROPOSAL REJECTION**

OHA may reject a Proposal for any of the following reasons:

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

## **4.9 EVALUATION PROCESS**

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

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

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

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

OHA will determine if an apparent successful Proposer is Responsible prior to award and execution of the Grant Agreement. Proposers shall submit a signed Responsibility Inquiry form (Attachment B) with Proposal.

At any time prior to award, OHA may reject a Proposer found to be not Responsible.

#### **4.9.2 EVALUATION CRITERIA**

Each Proposer meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and OHA may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed in the "Weight and Rubric", link provided in Section 4.10

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

#### **4.10 POINT AND SCORE CALCULATIONS**

Points are the total possible for each of the questions in Section 3.3.6.

Total Possible Points are as follows:

Mini- 100

Medium- 100

Large- 100

Some questions are not scored, however they must be answered. Appendix A "Weight and Rubric" attached hereto and incorporated herein with this reference describes what is scored and what is considered in setting the score.

#### **4.11 RANKING OF PROPOSERS**

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

After any applicable preference has been applied, OHA will determine the rank of each Proposal, in each geographic region, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

OHA may, in OHA's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, OHA will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

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

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

### **5.1 AWARD NOTIFICATION PROCESS**

#### **5.1.1 Award Consideration**

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

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

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

### **5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

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

#### **5.2.1 Insurance**

Prior to award, Proposer shall secure and demonstrate to OHA proof of insurance as required in this RFGP or as negotiated. Insurance Requirements are found in Exhibit C of Attachment C "Sample Agreement".

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

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

#### **5.2.3 Business Registry**

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

#### **5.2.4 Nondiscrimination in Employment**

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

### **5.3 GRANT AGREEMENT NEGOTIATION**

#### **Negotiation**

After selection of successful Proposer(s), OHA may enter into Grant Agreement negotiations with the successful Proposer(s). By submitting a Proposal, Proposer agrees to comply with the requirements of the RFGP, including the terms and conditions of the Sample Grant Agreement (Attachment C), with the exception of those terms listed below for negotiation.

OHA is ONLY willing to negotiate the workplan and budget.

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

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

## **SECTION 6: ADDITIONAL INFORMATION**

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

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

### **6.2 GOVERNING LAWS AND REGULATIONS**

This RFGP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFGP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.2 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

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

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

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

### **6.4 CANCELLATION OF RFGP; REJECTION OF PROPOSAL; NO DAMAGES.**

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

### **6.5 COST OF SUBMITTING A PROPOSAL**

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

### Appendix A-Weight and Rubric

Question		Low (0-6)	Medium (7-13)	High (14-20)
<b>All Applicants</b>				
1	<b>Using between 100-300 words answer the following questions: [15% application score for Mini, 10% for Medium, and 10% for Large]</b>		<ul style="list-style-type: none"> <li>Interest is expressed but general or broad (“We want to help new parents”).</li> <li>The organizational mission relates to community health but not directly to the perinatal period or birth equity.</li> <li>The response could apply this answer to several funding streams; not tailored to this specific type of work “enroll people on health insurance” or “host health classes”</li> <li>Mentions culturally responsive work, but the description is surface level or lack depth</li> </ul>	<ul style="list-style-type: none"> <li>Strong, specific and well-articulated reason for interest in expanding culturally specific/community-based perinatal services.</li> <li>Shows direct and explicit alignment with an example along with the organization’s mission and the purpose of the funding.</li> <li>Shows clear commitment to equity, cultural responsiveness and community-rooted approaches</li> </ul>
1a	<b>Why is your organization interested in this opportunity?</b>	<ul style="list-style-type: none"> <li>Response is vague, generic, or off topic.</li> <li>Shows a weak connection to funding purpose.</li> <li>Incomplete or does not fully answer question</li> </ul>		
1b	<b>Please provide an example of your organization’s work in this area.</b>			
2	<b>Who does your organization primarily serve? (50 words or less) [10% application score for Mini, 10% for Medium, and 5% for Large]</b>	<ul style="list-style-type: none"> <li>Extremely general descriptions (“families”), little detail.</li> <li>Description of population served lack specificity (“We serve everyone”) Uses vague descriptors such as “the community,” “parents,” “families,” or “everyone who needs help.”</li> <li>Does not serve the historically marginalized groups identified above</li> </ul>	<ul style="list-style-type: none"> <li>Names population broadly (“pregnant people in our area” “pregnant women”).</li> <li>Mentions serving historically marginalized communities but unclear on nonspecific about which ones.</li> <li>Provides some specificity but incomplete (identifies county or town but not demographics).</li> </ul>	<ul style="list-style-type: none"> <li>Clearly identifies historically marginalized or underserved communities. Communities with known inequities in perinatal health outcomes; people who are Black, African American, Tribal Communities, Native American/Indigenous/American Indian/Alaska Native, Asian, Pacific Islander, Native Hawaiian, Latino/a/e/x, Immigrants, Refugees, people with Disabilities/Disabled People, people who use drugs/people with substance use disorder, people who are unhoused, members of the LGBTQAI+ community and people who live in Rural/Remote locations or pregnant people in maternity deserts.</li> <li>Clearly identifies who is served (e.g., specific racial/ethnic groups, Tribal communities, languages, neighborhoods, rural counties, insurance coverage type, etc.).</li> <li>Demonstrates a clear and intentional focus on communities experiencing perinatal inequities</li> <li>Clear description of other aspects of the population served such as geographic area, age, sex, lived experience.</li> </ul>
3	<b>How does your organization work to improve perinatal and infant health? (300 words or less) Provide 1-3 Oregon specific examples. [20% application score for Mini, 15% for Medium, and 15% for Large]</b>	<ul style="list-style-type: none"> <li>Activities unclear or unrelated on reach, outcomes, or significance, or minimally described.</li> <li>Provides few or no examples of impact.</li> <li>Does not demonstrate a connection between services and perinatal health outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>Describes general improvements in health.</li> <li>Services described but without clear perinatal impact highlighted.</li> <li>Oregon examples are broad or vague (“we held classes”) without detail on reach, outcomes, or significance.</li> <li>Mentions mentioned culturally responsive efforts but does not explain what was done, why it matters, or how it supports perinatal health.</li> </ul>	<ul style="list-style-type: none"> <li>Clearly describes services and how they improve perinatal health</li> <li>Provides 1-3 strong Oregon-specific examples that demonstrate measurable impact (e.g., number of families reached, improved outcomes, increase access, reduce barriers).</li> <li>Includes cultural specificity or culturally responsive practices with concrete details about how these practices support perinatal health.</li> <li>Demonstrates a strong understanding of local context, community needs, and how services address inequities.</li> </ul>

Question		Low (0-6)	Medium (7-13)	High (14-20)
4	Using between 300-400 words [20% application score for Mini, 20% for Medium, and 15% for Large]			
4a	Describe the perinatal health needs in the community you serve.			<ul style="list-style-type: none"> <li>Provides a clear, well supported articulation of perinatal health needs in the community.</li> </ul>
4b	How do did you identify these needs? Include information about data source(s).		<ul style="list-style-type: none"> <li>Uses only 1 type of data (e.g., only published data with no community input or data, and no community data or only community data with no formal data source cited.)</li> </ul>	<ul style="list-style-type: none"> <li>Includes a minimum of 2 data points. This could be from community-based sources (e.g., things like community listening sessions, requests from clients, surveys, focus groups. trends coming up in community conversations, and at least one public health data source such as information (e.g., the March of Dimes, local health assessments, the Oregon State Health Assessment or similar source).</li> </ul>
4c	How will this funding help meet those needs?	<ul style="list-style-type: none"> <li>Needs unclear, unsupported, or minimally described.</li> <li>Provides little or no data, or data that is irrelevant to perinatal health.</li> <li>Mismatch of data point and identified needs.</li> <li>Weak or missing explanation of how funding will address the identified needs.</li> <li>Does not demonstrate understanding of local perinatal health challenges or inequities.</li> </ul>	<ul style="list-style-type: none"> <li>Provides citations without explanation, interpretation or source.</li> <li>Funding connection exists but is surface level (e.g., "Funds will help us offer more classes").</li> <li>Community input mentioned informally (e.g., a few client comments) but lacks depth or specificity.</li> <li>Mentions data but does not clearly explain it or connect it to the community they hope to benefit.</li> </ul>	<ul style="list-style-type: none"> <li>Incorporates the required number of examples and they are specific, relevant, and meaningful.</li> <li>Offers a strong rationale for how funds will address the identified needs.</li> <li>Perinatal health needs in geographic communities that lacks a community based perinatal workforce or has other identified structural barriers impacting perinatal health.</li> </ul>
	<p><b>Mini grants include 1-2 examples, medium/large grants provide 2-4 examples. Examples of how needs were identified can include community feedback like information or requests from clients, information from listening sessions or community concerns. You may include data relevant to this topic including information from the US Census, Community Health Assessments/Community Health Improvement Plans, Community Health Needs Assessments or March of Dimes etc.</b></p>			

Question		Low (0-6)	Medium (7-13)	High (14-20)
5	<b>In 700 words or less, describe the activities your organization will complete if you receive this grant. Mini grants must document 1-2 activities. Medium grants 1-3. Large grants 2-4. [35% application score for Mini, 35% for Medium, and 30% for Large]</b>			
5a	<b>Title of Activity:</b>			
5b	<b>What activities will you do? (Description)</b>	<ul style="list-style-type: none"> <li>• Activities are vague, incomplete or missing multiple required details.</li> </ul>	<ul style="list-style-type: none"> <li>• Activities listed but missing detail in one or two required areas.</li> <li>• Success measures general but still plausible.</li> <li>• Timeline vague (“over the coming months”) or unrealistic for period of grant “expand to all counties in Oregon with new staff in each county”.</li> </ul>	<ul style="list-style-type: none"> <li>• Activities fully described with:                             <ul style="list-style-type: none"> <li>◦ Who will do this work: roles/responsibilities</li> <li>◦ number of people reached/served/impacted with realistic estimates</li> <li>◦ timeline that aligns with typical project expectations/norms- within the scope of 1 year, reasonable with</li> <li>◦ County or region where activities will occur.</li> <li>◦ Success measures- how do we know if this is working or not? Something measurable. Optionally written in the SMART (specific, measurable, and meaningful) goal style.</li> </ul> </li> </ul>
5c	<b>Who will benefit? Or who will be served?</b>	<ul style="list-style-type: none"> <li>• Success measure is lacking or not viable</li> <li>• Activities don't directly support the community based perinatal workforce.</li> </ul>	<ul style="list-style-type: none"> <li>• Focus is on maintaining workforce and not expanding.</li> <li>• Reach estimate is broad or approximate (e.g., “all people in our community”)</li> </ul>	
5d	<b>Who will carry out these activities (staff, volunteers, contractors, partner organizations)? (option to skip this question for mini grants)</b>	<ul style="list-style-type: none"> <li>• The plan is difficult to understand</li> <li>• Activities are listed outside of Oregon, or examples are not provided.</li> </ul>	<ul style="list-style-type: none"> <li>• Activities show limited evidence of positive perinatal health impact or are outside the scope of community based perinatal providers.</li> </ul>	<ul style="list-style-type: none"> <li>• Activities are feasible, well organized, and equity oriented.</li> </ul>
5e	<b>If applicable, estimate how many people or providers you expect to reach with the named activity. If you plan to work with providers provide a list of their credentials and titles.</b>	<ul style="list-style-type: none"> <li>• Activities contradict best public health practices or do not align with perinatal health standards.</li> </ul>	<ul style="list-style-type: none"> <li>• Activities fall outside scope of established perinatal providers regulated by the Authority or the THW Commission’s recommendations (such as OHA’s THW established practices)</li> </ul>	<ul style="list-style-type: none"> <li>• May include inclusive considerations such as bilingual providers, translation, ASL, disability accommodations, or low-literacy materials.</li> <li>• Activities that represent best practices or promising practices in improving perinatal health including things like: recruiting, training or hiring a staff member who is a culturally relevant THW, Doula, lactation professional.</li> </ul>
5f	<b>What is the timeline for this activity?</b>			<ul style="list-style-type: none"> <li>• Clear description of activities that directly support perinatal health service and perinatal health workforce</li> </ul>
5g	<b>Which county, region, or location will this activity take place?</b>			<ul style="list-style-type: none"> <li>• Organizational actions that support the perinatal workforce (e.g., billing or administrative supports).</li> </ul>
5h	<b>How will you measure and track success?</b>			

Question	Low (0-6)	Medium (7-13)	High (14-20)
<b>Medium and Large grants only</b>			
<p><b>6</b></p> <p><b>Using 200-300 words. How will the activities listed previously improve your organization’s infrastructure support for culturally specific or community-based providers such as doulas, lactation professionals, or other perinatal services? [0% application score for Mini, 10% for Medium, and 10% for Large]</b></p>	<ul style="list-style-type: none"> <li>• Little or no focus on infrastructure (systems work such as billing, setting up collaboration opportunities, retention, administrative support)</li> <li>• Focus is primarily on recruiting new professionals without structural support such as stipends, billing support, mentorship or administrative systems.</li> <li>• Activities are one-time events without a connection to sustained change (ie. Community baby showers, buying diapers for diaper bank).</li> <li>• Does not demonstrate how the project will strengthen or support the community-based perinatal workforce.</li> </ul>	<ul style="list-style-type: none"> <li>• Describes training or equipment but it is unclear about how this effort strengthens infrastructure.</li> <li>• Focus on short-term improvements with limited sustainability (e.g., “recruit new doulas”. One time training events, community outreach with no follow up plans).</li> </ul>	<ul style="list-style-type: none"> <li>• Provides a strong, clear explanation of how the grant will build infrastructure for culturally specific or community-based perinatal providers.</li> <li>• Describes clear systems-level improvements that strengthen the community based perinatal workforce such as:                             <ul style="list-style-type: none"> <li>◦ establishing billing practices,</li> <li>◦ workforce recruitment, training and retention planning</li> <li>◦ ongoing administrative support</li> <li>◦ connecting new professionals to mentors</li> <li>◦ hosting learning communities focused on workforce development, collaboration between organizations or shared problem-solving or collective wellbeing</li> </ul> </li> <li>• Depending on the project, explicit mention of supporting perinatal workforce (THWs, Doulas) being equipped and supported in billing for OHP and Private Health Insurance.</li> </ul>
<b>Large grants only</b>			
<p><b>7</b></p> <p><b>Using 50-100 words. What partnerships are in place or do you plan to build to support the activities in this grant (health systems, community-based orgs, CCOs, health care providers)? Provide 1-3 examples and provide a letter of support from each named partner. [0% application score for Mini, 0% for Medium, and 15% for Large]</b></p>	<ul style="list-style-type: none"> <li>• Partnerships are unclear, vague or only aspirational.</li> <li>• No letters of support are included--Letters missing may make application ineligible.</li> <li>• Partnerships do not demonstrate relevance to perinatal health or community-based perinatal providers.</li> </ul>	<ul style="list-style-type: none"> <li>• Partners are named, but their contributions or roles are unclear.</li> <li>• Letters of support are general, partially aligned, or lack detail about collaboration.</li> <li>• The relationship exists but is minimally explained</li> <li>• Partner organizations have limited or unclear alignment with perinatal health; for example, a private company that doesn’t serve or operate in the perinatal health field.</li> </ul>	<ul style="list-style-type: none"> <li>• Names 1-3 partnerships with clear roles that are clearly relevant to the activities stated in the grant application.</li> <li>• Describes specific intention or purpose of partnerships this may include potential partner roles, responsibilities, or contributions.</li> <li>• Letters of support are included and contain concrete details such as:                             <ul style="list-style-type: none"> <li>◦ Clear intentions for collaboration</li> <li>◦ Descriptions of past joint work</li> <li>◦ Commitment to shared activities or outcomes</li> </ul> </li> <li>• Partnerships demonstrate meaningful alignment with community-based perinatal work and strengthen the feasibility of the project.</li> </ul>

**ATTACHMENT A – PROPOSER INFORMATION AND CERTIFICATION SHEET**

LEGAL NAME OF PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_ ENTITY TYPE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

OREGON BUSINESS REGISTRY NUMBER: \_\_\_\_\_

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

1. Proposer understands and accepts the requirements of this RFGP. By submitting a Proposal, Proposer agrees to be bound by the Grant Agreement terms and conditions in Attachment C and as modified by any Addenda, except for those terms and conditions that OHA has reserved for negotiation, as identified in the RFGP.
2. Proposer acknowledges receipt of any and all Addenda to this RFGP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Grant Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Grant Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not unlawfully discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.
8. Proposer's continuing compliance constitutes a material element of a Grant Agreement and a failure to comply constitutes a breach that entitles OHA to terminate the Grant Agreement for cause.

- 9. Proposer may not prohibit any of Proposer’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.
- 10. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Grant Agreement.
- 11. Proposer and Proposer’s employees, agents, and subcontractors are not included on:
  - A. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>., or
  - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/>
- 12. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFGP. If any changes occur with respect to Proposer’s status regarding conflict of interest, Proposer shall promptly notify the State in writing.
- 13. Proposer certifies that all contents of the Proposer (including any other forms or documentation, if required under this RFGP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 14. Proposer understands that any statement or representation it makes, in response to this RFGP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a Grant Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- 15. Proposer acknowledges these certifications are in addition to any certifications required in the Grant Agreement and Program Description in Attachment C at the time of Grant Agreement execution.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)

**ATTACHMENT B RESPONSIBILITY INQUIRY**

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

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES**  / **NO** .

2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

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

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:

- obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
- violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
- embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES**  / **NO** .

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

Response:

4. Within the last three years, has Proposer had:

- any contracts terminated for default by any government agency, or
- any lawsuits filed against it by creditors or involving contract disputes? **YES**  / **NO**
-

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

Response:

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

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

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

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

Response:

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

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

Response:

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

If "NO," please explain.

Response:

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

Response:

**AUTHORIZED SIGNATURE**

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

Proposer Name:	RFGP: Project Name:
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Authorized Signature	Date
_____	_____
Print Name	Title

**ATTACHMENT C - SAMPLE GRANT AGREEMENT****(REFERENCE DOC ONLY)****Grant Agreement Number 000000****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)****E-mail address: (required)**

hereinafter referred to as "**Recipient**."

The program to be supported under this Agreement relates principally to OHA's

**Center for Prevention and Health Promotion****Family and Child Health****800 NE Oregon Street, Room 825****Portland, Oregon 97212****Agreement Administrator: Catalina Aragon or delegate****Telephone: 971-421-7569****E-mail address: [Catalina.aragon@oha.oregon.gov](mailto:Catalina.aragon@oha.oregon.gov)**

- 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 A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor 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. **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  Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.798

**5. Recipient Information and Certification.**

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**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

**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: \_\_\_\_\_

**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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under the Agreement;

- (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.

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

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

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

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

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

**«Legal\_Entity\_Name»**

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

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

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

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

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

*Not required per OAR 137-045-0030(1)(b)*

**Reviewed by:**

**OHA Public Health Administration**

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

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

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

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

**EXHIBIT A**

**Part 1 - Program Description**

*See Section 2.4 of the RFGP*

**EXHIBIT A****Part 2 - Disbursement and Financial Reporting*****(Sample Language)*****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.**

(1) 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.

(2) Invoices must include the following information:

(a) Recipient name;

(b) Invoice number;

(c) Date of invoice;

(d) This Agreement number;

(e) A detailed description of activities performed to which the invoice applies,

(f) An explanation of all expenses for which Recipient claims reimbursement authorized under this Agreement; and

(g) The total amount due.

**2. Budget Transfers.****3. Use and Recovery of Grant Funds.**

## EXHIBIT A

### Part 3

#### Special Terms and Conditions

#### 1. HIPAA Compliance.

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. Recipient's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or OHA' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

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

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

- b. Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.
- 5. Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement "Unexpended Funds" must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.
- 6. Ownership of Work Product.** Reserved.
- 7. Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
  - (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
  - (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 8.e.(2);
  - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
  - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
  - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

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

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

9. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.
10. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
  - a. Six years following final disbursement and termination of this Agreement;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
11. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

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

be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

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

## EXHIBIT C

### Insurance Requirements

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

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

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

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

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

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

#### **COMMERCIAL GENERAL LIABILITY:**

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

**EXCESS/UMBRELLA INSURANCE:**

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

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

**ADDITIONAL INSURED:**

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

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

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

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

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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