

STATE OF OREGON



COVER PAGE

Oregon Health Authority

SCHOOL HEALTH SERVICES PLANNING GRANT

Request for Grant Proposals (RFGP)

RFGP 5309

Date of Issue: October 25, 2021

Closing Date: December 17, 2021 at 5:00 P.M.

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TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 ESTIMATED AWARD AMOUNTS AND DURATIONS	4
1.3 SCHEDULE	6
1.4 SINGLE POINT OF CONTACT (SPC)	6
SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE	7
2.1 AUTHORITY AND METHOD	7
2.2 PROGRAM ACTIVITIES	7
SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION	8
3.1 MINIMUM PROPOSER REQUIREMENTS	8
3.2 MINIMUM SUBMISSION REQUIREMENTS	8
3.3 PROCUREMENT PROCESS	8
3.4 PROPOSAL CONTENT REQUIREMENTS	10
3.5 EVALUATION PROCESS	10
3.6 RANKING OF PROPOSERS	12
SECTION 4: AWARD AND NEGOTIATION	12
4.1 AWARD NOTIFICATION PROCESS	12
4.2 NEGOTIATIONS	12
SECTION 5: ADDITIONAL INFORMATION	13
5.1 GOVERNING LAWS AND REGULATIONS	13
5.2 OWNERSHIP/PERMISSION TO USE MATERIALS	13
5.3 COST OF SUBMITTING AN PROPOSAL	13
5.1 RESERVATIONS OF OHA RIGHTS	13
5.2 FREQUENTLY ASKED QUESTIONS	14
ATTACHMENT A — PROPOSER INFORMATION AND CERTIFICATION SHEET	15
ATTACHMENT B — SCHOOL HEALTH SERVICES PLANNING GRANT PROPOSAL	16
ATTACHMENT C — PROPOSAL LETTER OF SUPPORT	23
ATTACHMENT D — YEAR ONE PROJECT TIMELINE	24
ATTACHMENT E — DATA WORKSHEET TEMPLATE (TO BE COMPLETED BY SPO)	25
ATTACHMENT F – DISCLOSURE EXEMPTION AFFIDAVIT	29
ATTACHMENT G – SAMPLE INTERGOVERNMENTAL GRANT AGREEMENT	31

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

In response to [House Bill 2591](#), the State of Oregon, acting by and through the Oregon Health Authority (OHA), Public Health Division, Adolescent and School Health State Program Office (“SPO”), is issuing this Request for Grant Proposals (RFGP) for School Health Services Planning and Technical Assistance Grants in the 2021-23 biennium. The funding awarded through this RFGP will support up to 10 School Districts or Education Service Districts (ESDs) to evaluate the need for school-based health services in their respective communities (Phase 1). During Phase 2, School Districts or ESDs will choose to continue to develop and implement a plan to address the identified need in Phase 1 through a School-Based Health Center or the School Nursing Model. All Phase 1 and Phase 2 funding must be spent prior to June 30, 2023.

The scope of the allowable Program activities for the Grant Recipients are described in Section 2.2. Scope of Work. The parties will negotiate the final Statement of Work to be included in the Grant.

Definitions:

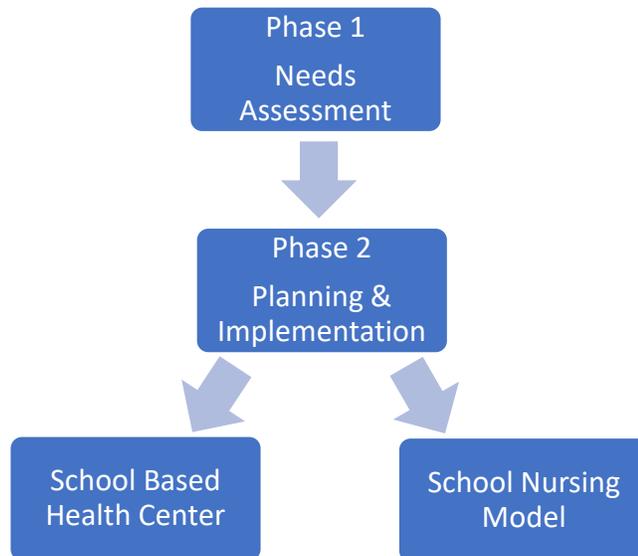
- **Phase 1** means the period from approximately March 1, 2022 through December 31, 2022 where Recipients conduct a needs assessment.
- **Phase 2** means the period from approximately January 1, 2023 through June 30, 2023 where Recipients conduct planning and implementation activities for either a SBHC or School Nursing Model.
- **Proposer** refers to a School District/ESD submitting a Proposal in response to this RFGP.
- **Recipient** refers to a successful Proposer who is awarded funding through this RFGP.
- **School-Based Health Center (SBHC)** is defined as set forth in [ORS 413.225](#). SBHCs are a unique health model for comprehensive physical, mental and preventive health services provided to youth and adolescents either within a school or on school property. To learn more about Oregon’s SBHCs visit the state SBHC website: www.healthoregon.org/sbhc.
- **School Nursing Model:** Inspired by the National Association of School Nurses [Framework for 21st Century School Nursing Practice](#), a wholistic School Nursing Model is defined as a School District or educational services district (ESD) employing one or more registered nurse(s), licensed to practice nursing in the state of Oregon, employed to provide school nurse services in alignment with Oregon law, recommended standards for school nurse staffing, and recommended standards of practice for the professional School Nurse.
- **School Nurse** is defined as:
 - a registered nurse who is certified by the Teacher Standards and Practices Commission as qualified to conduct and coordinate the health services programs of a school ([ORS 342.465](#)); or
 - as a registered nurse who is an employee or contractor of a School District and who practices nursing in a school setting.

Overview of Grant Awards for Phase 1 and Phase 2:

Phase 1 Needs Assessment Grants: All Phase 1 Grant Award Recipients will perform a needs assessment process to evaluate site readiness and community need for an SBHC and school nursing services.

Phase 2 Planning Grants: After reviewing Proposals from the Phase 1 Needs Assessment Grants, the SPO will select sites to continue to Phase 2 to either plan for an SBHC or the School Nursing Model.

SBHC Phase 2 Recipients will move forward with planning for certified SBHCs within 12 months of the Phase 2 cycle and enter the SBHC funding formula in the 2023-2025 biennium. School Nursing Model Phase 2 Recipients will move forward with planning a model focused on school nursing and enter into a new funding formula for the School Nursing Model in the 2023-2025 biennium. Funding is contingent upon available funds in the 2023-2025 legislatively adopted budget. Please see Sections 1.2 and 2 for full award descriptions.



Phase 2 Planning Grants must be used to initiate sustainable partnerships within the community, explore whether the SBHC model or School Nursing Model would best fit the needs identified in the evaluation process, and develop a plan for addressing the needs identified.

In evaluating Proposals under this RFGP, additional points will be awarded to Proposers whose Proposals demonstrate:

- the Proposer does not currently have any certified SBHCs in their School District/ESD;
- the Proposer does not currently have any school nurses;
- the Proposer has been disproportionately impacted by COVID-19 and/or wildfires; and/or
- the Proposer has made a clear demonstration of local need.

1.2 ESTIMATED AWARD AMOUNTS AND DURATIONS

Phase 1 Needs Assessment Grants

- Phase 1 Needs Assessment Grants (for period of approximately March 1, 2022 - December 31, 2022): Each Recipient will receive up to \$30,000 for the grant period.
 - The Phase 1 Needs Assessment Grant award will include a needs assessment and culminate with a final status report documenting the progress made and assessment results. This process includes conducting an in-depth equity-based needs assessment to evaluate site readiness and community need for school health services, including:
 - Consulting with an SPO identified nonprofit organization provided by SPO;
 - Soliciting community participation in a needs assessment, including the participation of the school population, local public health authority (LPHA), any federally qualified health centers (FQHC) located in the district, and a regional health equity coalition, if

any, serving the district and every coordinated care organization (CCO) with members residing in the district;

- Assure representatives from the demographic groups of their school population (employees, students, and parents) are invited to participate/provide input in needs assessment activities;
- Use information collected by the ESD or School District to make equity-based decisions; and
- If the Phase 1 Needs Assessment Grant Recipient determines the community is ready for Phase 2 at the end of the needs assessment period, the Recipient will develop a proposal for Phase 2 funding—that addresses the need identified through the needs assessment—and to proceed with the Planning phase (Phase 2) activities for an SBHC or School Nursing Model.

Phase 2 Planning Grants – For Phase 2, sites approved during Phase 1 will be funded to move forward with planning an SBHC or School Nursing Model.

- SBHC Phase 2 Planning Grants (for Grant period of approximately January 1, 2023 – June 30, 2023): Each Phase 2 Recipient will receive \$60,000 for the grant period.
 - This Phase 2 Planning Grant award will cover the duration of Phase 2 SBHC Planning Grants, culminating in a certification implantation plan for an SBHC no later than June 30, 2023. The Phase 2 activities will include:
 - Continued community participation in the planning process as described in Year 1;
 - The option to continue consulting with an SPO identified nonprofit organization provided by SPO;
 - Identification of a process for billing insurance, medical assistance or another third-party payer, or identify other funding, for the cost of services;
 - Submit an implementation plan that outlines the following:
 - Timely application for certification;
 - A certification site visit; and
 - Successful and timely completion of all required action items identified during the certification site visit. We recommend the center to be open 4 to 6 weeks prior to the SPO certification site visit.
 - Phase 2 Recipients may be given an additional 6-months (July 1, 2023-December 31, 2023) to complete the SBHC certification process. To receive continued funding, Recipients must submit an implementation plan report by June 30, 2023 with the intention to be certified by January 2, 2024. Report requirements will be distributed in 2023.
- School Nursing Model Phase 2 Planning Grants (for Grant period of approximately January 1, 2023- June 30, 2023): Each Phase 2 Recipient will receive \$60,000 for the grant period.
 - This Phase 2 award will provide funds to pilot a school nursing approach to improve school health services, culminating with the submission of an implementation plan by June 2023. This process includes:
 - Using findings from the Phase 1 needs assessment to inform the School Nursing Model;
 - The option to continue consulting with an SPO identified nonprofit organization provided by SPO;

- Solidifying a partnership with your community health care providers including but not limited to CCOs, FQHCs, LPHA or other health care providers;
 - Identifying a process for billing insurance or identifying other funding for the cost of services;
 - Developing mid-year progress report and implementation plan for the SPO; and
 - Meeting any state established guidelines.
- **SBHC Entry into Funding Formula (July 1, 2023-June 30, 2025):** Funding for certified SBHCs is based on the SBHC funding formula for certified sites.
 - To receive continued funding, SBHC Recipients will be required to submit an implementation plan report by June 30, 2023 with the intention to be certified by January 2, 2024 and will be eligible to receive \$60,000 per year for SBHC operations as early as July 1, 2023.
 - Annual awards are contingent upon each biennium’s legislatively adopted budget and the SBHC’s continued compliance with SPO Standards for Certification.
 - **School Nursing Model Entry into Funding Formula (July 1, 2023- June 30, 2025):** Funding for the School Nursing Model is based on a new funding formula which is in development.
 - With the goal of meeting school nursing standards (in development), School Nursing Model Recipients that have successfully completed the process will be eligible to enter a new funding formula to continue piloting the School Nursing Model beginning July 1, 2023.
 - School Nursing Model funding will fund sites at \$60,000 per year to provide school nursing services to address school health needs.
 - Annual awards are contingent upon each biennium’s legislatively adopted budget and site’s continued compliance with SPO program requirements.

1.3 SCHEDULE

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

Event	Date	Time
RFGP Q&A Session #1 (phone/video) See Section 3.3.2	October 27, 2021	9:30-10:00 AM
RFGP Q&A Session #2 (phone/video) See Section 3.3.2	November 18, 2021	1:00-1:30 PM
Closing (SHSPG RFGP due)	December 17, 2021	5:00 PM
Issuance of notice of award (approx.)	March 1, 2022	

1.4 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, whether about the technical requirements of the RFGP, contractual requirements, the RFGP process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

SPO is issuing this RFGP pursuant to its authority under ORS 413.033 and ORS 190.

2.2 PROGRAM ACTIVITIES

Funding provided from the Grant awarded from this RFGP will support the Recipient's performance of the following Program activities:

Program Activities for Phase 1 Only

- Conduct an in-depth equity-based needs assessment to evaluate site readiness and community need for school health services.
- Submit a report to the SPO with results of the needs assessment and evaluation of community need for an SBHC or School Nursing Model.
- Develop a proposal for Phase 2 Funding if the ESD or School District determines the community is ready for Phase 2 at the end of the needs assessment period. The proposal should address the needs identified in the assessment phase and outline the scope of planning in Phase 2 for an SBHC (as defined in ORS 413.225) or School Nursing Model.

Program Activities for Phases 1 and 2

- Consult with an SPO identified nonprofit organization provided by SPO (as needed for Phase 2).
- Solicit community participation in the needs assessment and planning processes, including the participation of the school population, LPHA, any FQHC located in the district, a regional health equity coalition, if any, serving the district and every CCO with members residing in the district.
- Work with partners to engage and educate the community about the proposed SBHC or School Nursing Model and how it addresses the Public Health mission through meeting the health needs of students.
- Form, or continue to support an established SBHC or School Nursing Model Planning Committee from interested community agencies such as students, parents, community health agencies, LPHAs, local physical, behavioral and dental health providers, hospitals, county commissioners, CCOs, FQHCs and local businesses.
- For SBHC planning sites:
 - Collaborate with the planning committee to develop a plan to implement and sustain a certified SBHC. The SBHC Standards for Certification Version 4 are available at <https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>
- For School Nursing Model planning sites:
 - Collaborate with the planning committee to develop an implementation plan to align with the School Nursing Model priority elements and submit a mid-year progress report.
- Identify a process for billing insurance or identify other funding, for the cost of services.
- Participate in monthly scheduled Technical Assistant conference calls with SPO.

SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION

3.1 MINIMUM PROPOSER REQUIREMENTS

Proposer must be a School District or ESD located in Oregon.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposers should only use the forms included in this RFGP to submit a Proposal as listed in Section 3.4 Proposal Content Requirements section. Responses to each attachment, section and subsection must be complete. Incomplete Proposals will be rejected. Proposal must describe how requirements of this RFGP will be met and may provide additional related information.

Proposer shall submit one electronic copy of its Proposal via email to the SPC. **Proposer must enter into the subject line as follows “School Health Services 2021-23 Planning Grant Proposal Submission”**. Proposer is solely responsible for ensuring transmission of its Proposal to the SPC by the Closing Date and time listed on Page 1. As stated below, OHA and SPO are not responsible for any delays in email or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

OHA is not responsible for any email transmission or other technical errors which may prevent Proposals from being received by OHA in a timely manner.

OHA recommends and requests that each Proposer call the SPC at the phone number listed on Page 1 to confirm receipt of their Proposal immediately after emailing the Proposal to the SPC.

Once SPC receives the Proposal via email, SPC will provide a confirmation of receipt reply by email.

In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment F) and a fully redacted version of its Proposal, clearly identified as the redacted version.

3.2.2 Authorized Representative

A representative authorized to bind the Proposer shall sign the Proposal. Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by SPO.

3.3 PROCUREMENT PROCESS

3.3.1 Public Notice

The RFGP, including all Addenda and attachments, will be posted on the SBHC OHA website, and emailed to the SBHC network, County Public Health Departments, School District superintendents and administrators, the School Nursing Listserv, the Oregon School-Based Health Alliance, and the Oregon School Nurses Association.

3.3.2 Pre-Proposal Phone Conference

SPO will hold two video/phone calls using Microsoft Teams for all interested parties to call in and participate in RFGP Question & Answer sessions. These calls are designed to offer an open forum format to answer questions as they arise. Each call is set up for half an hour and

dates/times are listed below. To participate please join on a computer or call in using a phone with the information listed below.

Event	Date	Time	Link	Phone Number
RFGP Q&A Session #1	October 27, 2021	9:30-10:00 AM	Click here to join the meeting	+1 971-277-2343 Phone Conference ID: 407 977 690#
RFGP Q&A Session #2	November 18, 2021	1:00-1:30 PM	Click here to join the meeting	+1 971-277-2343 Phone Conference ID: 708 932 328#

3.3.3 Proposal Submission

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with Section 3.2.1 of this RFGP before Closing. OHA and SPO are not responsible for any delays in email or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

3.3.4 Modification or Withdrawal of Proposals

Any Proposer who wishes to make modifications to a Proposal already received by SPO shall submit its modification by email and must denote the specific change(s) to the Proposal submission.

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing (December 17, 2021 at 5:00pm PST). The Proposer shall submit by email a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include in the subject line of the email “SBHC 2021-23 Planning Grant Withdrawal of Proposal” and be submitted to the SPC.

3.3.5 Proposal Due

Proposal and all required submittal items must be received by the SPC on or before Closing. Proposal received after the Closing will not be accepted. All Proposal modifications or withdrawals must be completed prior to Closing.

Proposals received after Closing are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

3.3.6 Proposal Rejection

SPO 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 in ink.
- Proposer makes any contact regarding this RFGP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.

- Proposal is conditioned on SPO’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 the RFGP or Addenda.

3.3.7 Opening of Proposal

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Award is issued. However, SPO will record and make available the identity of all Proposers after Opening, upon request.

3.4 PROPOSAL CONTENT REQUIREMENTS

All Proposals must be submitted to the SPC through the Local School District or ESD. The proposal may be written in partnership with other organizations; however, the Proposer (e.g., School District, ESD) will be the Recipient. Proposals in smaller communities may be considered for joint funding (i.e., one planning grant for two School Districts).

Proposer must use the prescribed Attachments A through E to submit a Proposal. Proposer shall complete the Attachments, scan or convert to pdf keeping in one document and attach to the submission email.

3.4.1 Proposal Certification Sheet (Attachment A)

The Proposer shall complete and submit the Proposer Information and Certification Sheet.

3.4.2 Proposal (Attachment B)

The Proposer shall complete and submit Parts 1, 2, and 3.

3.4.3 Letter of Support (Attachment C)

The Proposer shall submit a letter of support from the ESD/School District Superintendent. A sample State of Oregon Intergovernmental Grant Agreement is provided in Attachment G for reference.

3.4.4 Phase 1 Project Timeline (Attachment D)

The Proposer shall review the Phase 1 Project Timeline.

3.4.5 Data Worksheet Template (Attachment E)

The Proposer shall review the Data Worksheet Template. The SPO will complete a Data Worksheet for each Proposer. Proposer is **NOT** responsible for completing the worksheet. The worksheet is an internal document that SPO will use to determine level of need for each Proposer’s community.

3.5 EVALUATION PROCESS

3.5.1 Responsiveness and Responsibility Determination

Proposals received prior to Closing will be reviewed for Responsiveness to all RFGP requirements including compliance with Minimum Requirements section and Proposal Content Requirements section. 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, SPO may waive mistakes.

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

3.5.2 Evaluation Criteria

Proposals meeting the requirements outlined in the Proposal Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a weighted score from 0 to 25 points (weights vary by objective criterion) for each evaluation criterion listed below in this section.

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

3.5.3 Evaluation

a. Community Need for Assistance (Attachment B, Part 2) (30%):

- How well did the Proposer describe why they are interested in expanding school health services in their ESD/School District?

b. Community Readiness (Attachment B, Part 2) (30%):

- How well did the Proposer describe how they have and plan to engage local partners and their ESD/School District community including School District staff, school board, parents, and youth?
- If applicable, how well did Proposer describe the following: (Note: this is for informational purposes only. Proposers will not be weighted on the level of success from past efforts to engage communities around SBHC planning and/or school nursing.)
 1. Past ESD/School District efforts to improve and/or sustain school nursing in their planned school including accomplishments and setbacks.
 2. Their community's past SBHC planning efforts up to the present, including accomplishments and setbacks.

c. Partnerships and Sustainability (Attachment B, Part 2) (20%):

- How well did Proposer discuss how they currently collaborate with existing public health and school health services in their area?
- How well did Proposer describe their current relationship with the LPHA, and any FQHCs or CCOs located in the School District/ESD, and the regional health equity coalition, if any, serving the School District/ESD?

d. Budget Narrative (Attachment B, Part 3) (10%):

How well did Proposer provide a brief narrative of their Phase 1 budget by answering the following questions:

- What are the primary anticipated costs for Phase 1 (i.e., supplies, travel, FTE for project management, meeting attendance stipends, etc.)?
- What are the possible gaps in funding during Phase 1? How will those gaps be addressed?

e. ESD/School District Proposal Support (Attachment C) (10%):

How well did the letter of support from the ESD/School District Superintendent support the Proposer’s Proposal?

3.6 RANKING OF PROPOSERS

The total score will determine rank order for each respective Proposal and Proposer with the highest score receiving the highest rank, and successive rank order determined by the next highest score. Funding will be awarded starting with the highest-ranking Proposals. Up to 10 Proposers will be funded for Phase 1 Planning Grant funds. The highest ranked Proposers without SBHCs or school nurses and/or have been disproportionately impacted by COVID-19, wildfires, or healthcare provider shortages will be given first priority for awards. The highest ranked Proposers with SBHCs or adequate school nursing services or have not been disproportionately impacted by COVID-19, wildfires, and/or health provider shortages will be awarded if funds are still available.

For evaluation purposes, SPO will add 10 percent to the Proposer’s score awarded pursuant to Section 3.5.3. with no SBHCs or school nurses or who have been disproportionately impacted by COVID-19 or wildfires. If both services are not available and they have been disproportionately impacted by COVID-19 and wildfires, 40 percent total “need weight” will be added.

“Need Weight” Category	Percent Added to Proposer’s Section 3.5.3 Score Total (if applicable)
No SBHCs	10%
No School Nurses	10%
Disproportionately Impacted by COVID-19	10%
Disproportionately Impacted by 2020 and/or 2021 Wildfires	10%
Total Potential “Need Weight” Score Increase:	40%

SECTION 4: AWARD AND NEGOTIATION

4.1 AWARD NOTIFICATION PROCESS

4.1.1 Award Consideration

SPO, if it awards funding, shall award the School Districts or ESDs directly.

4.1.2 Notice of Award

SPO will notify all Proposers in writing that SPO is awarding funds to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

4.2 NEGOTIATIONS

4.2.1 Negotiable Items

OHA may negotiate the following items with a potential Recipient, as well as other items subject to Section 7.9 such as:

- (a) amount of the grant award, and payment provisions;
- (b) description of services to be provided;
- (c) evidence-based self-management interventions / services, i.e., CRC, DPP, SMP
- (d) approved budget line items of the grant award;
- (e) geographic coverage area of the Recipient’s service activities;
- (f) startup dates and timelines; and
- (g) special provisions.

4.2.2 Negotiation Period:

If negotiations are not successfully concluded within thirty (30) calendar days of the start of negotiations, OHA may terminate negotiations with apparent successful Proposer and begin negotiations with subsequently highest ranked Proposer(s).

SECTION 5: ADDITIONAL INFORMATION

5.1 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 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 from the jurisdiction of any court.

5.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this RFGP become the Property of SPO. 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 an 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 unless the Proposal is submitted late.

5.3 COST OF SUBMITTING AN PROPOSAL

Proposer shall pay all the costs in submitting 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.

5.1 RESERVATIONS OF OHA RIGHTS

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

- Amend or cancel this RFGP without liability if it is in the best interest of the OHA to do so;
- Reject any and all Proposals received by reason of this RFGP upon finding that it is in the best interest of the OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFGP;
- Seek clarification of any Proposal;
- Negotiate the activities described in this RFGP to be included in Grant Agreements;
- Amend or extend the term of any Grant Agreement that is issued as a result of this RFGP;
- Engage Proposer(s) by selection or procurement for different or additional services independent of this RFGP process and any agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a Grant Agreement with a responsive Proposer, in the event that the Proposer is the sole Proposer to this RFGP, and OHA determines that the Proposer satisfies the minimum RFGP requirements; and

- Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the procurement process or that rejecting the Proposal is in the best interest of OHA.

5.2 FREQUENTLY ASKED QUESTIONS

Answers to frequently asked questions about this Request for Grant Proposal are available at <https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/Pages/index.aspx>.

ATTACHMENT A — PROPOSER INFORMATION AND CERTIFICATION SHEET

Complete and submit proposer information and certification sheet.

Legal Name of Proposer:

Address:

City, State, Zip:

School District / ESD Name:

Contact Name:

Contact Telephone:

Contact Email:

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 that any funds that will be awarded will be awarded through the current 2021-23 Agreement for the Financing of Health Services.
2. If awarded funding, Proposer agrees to perform the scope of work and meet the performance standards set forth in the Program Element Description in the current Agreement.
3. Proposer certifies that all contents of the Proposal (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.
4. 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 the Current 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.
5. Proposer acknowledges these certifications are in addition to any certifications required in the Current Agreement and Program Element Description.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT B — SCHOOL HEALTH SERVICES PLANNING GRANT PROPOSAL

School Health Services Planning Grant
Phase 1: March – December 2022
Phase 2 (contingent): January – June 2023

Complete and submit Part 1, Part 2, and Part 3.

PART 1	
School District or ESD Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Contact Job Title:	
Title of Project:	
Is this a joint Proposal with another School District or ESD? If so, list other entity.	
Has the Proposal gone through a School Board approval process (not weighted in RFGP evaluation)?	
PART 2	
Host School (not weighted in RFGP evaluation):	
<ul style="list-style-type: none">• If applicable, Identify the proposed host school for Phase 1 evaluation and needs assessment and why that school was chosen as the host school (in less than 300 words).	

- If no host school has been identified, list consideration criteria for selecting a host school (in less than 200 words).

Community Need for Assistance (30%):

- Describe why you are interested in expanding school health services in your ESD/School District (in less than 500 words).

Community Readiness (30%):

- Describe how you have and plan to engage local partners and your ESD/School District community including School District staff, school board, parents, and youth (in less than 300 words).

- If applicable, describe the following: (Note: this is for informational purposes only. Proposers will not be weighted on the level of success from past efforts to engage communities around SBHC planning and/or school nursing.)
 - Describe past ESD/School District efforts to improve and/or sustain school nursing in your planned school including accomplishments and setbacks (in less than 200 words).

- Describe your community's past SBHC planning efforts up to the present, including accomplishments and setbacks (in less than 200 words).

Partnerships and Sustainability (20%):

- Discuss how you currently collaborate with existing public health and school health services in your area (in less than 200 words).

- Describe your current relationship with the LPHA, and any FQHCs or CCOs located in the district, and the regional health equity coalition, if any, serving the district (in less than 200 words).

PART 3

Budget Narrative (10%): Provide a brief narrative for your Phase 1 budget (note: budget must not exceed \$30,000 and must be spent by 12/31/2022), by answering the following questions:

- What are the primary anticipated costs for Phase 1 (i.e., supplies, travel, FTE for project management, meeting attendance stipends, etc.)?

- What are the possible gaps in funding during Phase 1? How will those gaps be addressed?

ATTACHMENT C — PROPOSAL LETTER OF SUPPORT

Provide a letter of support for participating in the 2021-2023 School Health Services Planning Grant from the ESD or School District Superintendent (10% evaluation weight).

A sample State of Oregon Intergovernmental Grant Agreement is provided in Attachment G for reference.

ATTACHMENT D — YEAR ONE PROJECT TIMELINE

Estimated time of Phase 1 Award: March – December 2022

Review activities for spending the funds requested (note all funds must be spent by December 31, 2022).

Benchmark	Responsible party
<ul style="list-style-type: none"> • Execute Phase 1 contract 	SPO
<ul style="list-style-type: none"> • Identify a nonprofit organization with experience in facilitating school health planning initiatives and supporting school-based health centers to facilitate and oversee the planning process and to provide technical assistance to Recipients to reduce costs and ensure better coordination and continuity statewide 	SPO
<ul style="list-style-type: none"> • Determine community members to involve in the planning process and as potential planning committee members, including: the school population, local public health authority, any federally qualified health center located in the district, a regional health equity coalition, if any, serving the district and every coordinated care organization with members residing in the district • Convene monthly planning committee meetings 	ESD or School District
<ul style="list-style-type: none"> • Determine data to gather for needs assessment • Conduct needs assessment data reviews, interviews, and focus group discussions 	ESD or School District, SPO, and non-profit consultant
<ul style="list-style-type: none"> • Present to school boards on execution and progress for Phase 1 • Review the governance process and identify any tension points with the school board to moving to Phase 2 • Identify decision-makers for progress toward Phase 2 	ESD or School District
<ul style="list-style-type: none"> • Develop a report for SPO to review progress and determine Year Two eligibility 	ESD or School District

ATTACHMENT E — DATA WORKSHEET TEMPLATE (TO BE COMPLETED BY SPO)

Oregon Adolescent and School Health State Program Office 2021-2023 School Health Services Planning Grant RFGP Data Sheet

Review the Planning Grant Data Worksheet.

PRIORITIZATION BASED ON NEED: NUMBER OF SBHCs AND SCHOOL NURSE DATA		
Indicator	Potential Data Resource (Source)	Resource link
# SBHCs by County	Oregon School-Based Health Centers webpage (Oregon State Program Office)	http://www.healthoregon.org/sbhc
Licensed Practical Nurse Count	2020 Nursing Services in Oregon Public Schools Report (Oregon Department of Education)	https://www.oregon.gov/ode/students-and-family/healthsafety/Pages/School-Nurses-Annual-Report.aspx
Registered Nurse Count	2020 Nursing Services in Oregon Public Schools Report (Oregon Department of Education)	https://www.oregon.gov/ode/students-and-family/healthsafety/Pages/School-Nurses-Annual-Report.aspx
General Population Ratio (compared to recommended ratio of 1:750)	2020 Nursing Services in Oregon Public Schools Report (Oregon Department of Education)	https://www.oregon.gov/ode/students-and-family/healthsafety/Pages/School-Nurses-Annual-Report.aspx
PRIORITIZATION BASED ON IMPACTS OF COVID-19, WILDFIRE, AND HEALTHCARE PROVIDER SHORTAGES		
Indicator	Potential Data Resource (Source)	Resource link
Vaccination Rates by Race and Ethnicity by County *As of RFGP Closing	Oregon COVID-19 Vaccine Efforts Metrics (Oregon Health Authority)	https://public.tableau.com/app/profile/oregon.health.authority.covid.19/viz/OregonCOVID-19VaccineEffortMetrics/RaceandEthnicityData
Percent of 12- to 17-year-olds Vaccinated by County *As of RFGP Closing	Oregon COVID-19 Vaccine Effort Metrics (Oregon Health Authority)	https://public.tableau.com/app/profile/oregon.health.authority.covid.19/viz/OregonCOVID-19VaccineEffortMetrics/RaceandEthnicityData
Pediatric case rate per 100,000 by County *As of	Oregon COVID-19 Pediatric Report (Oregon Health Authority)	https://public.tableau.com/app/profile/oregon.health.authority.covid.19/viz/OregonCOVID-

RFGP Closing		19PediatricReport/County
Overall Social Vulnerability Index for County (Prioritizing the top 25% most vulnerable Counties)	Oregon COVID-19 Vaccine Critical Population Planning - CDC's Social Vulnerability Index (CDC/Oregon Health Authority)	https://public.tableau.com/app/profile/oregon.health.authority/covid.19/viz/OregonCOVID-19VaccineCriticalPopulationPlanning/COVID-19VaccineCriticalPopulation
COVID-19 Impact on Households	2020 Oregon Student Health Survey (Oregon Health Authority)	Internal (not yet publicly available)
Invocation of Emergency Conflagration Act for Wildfires by County	2021 and 2020 Executive Orders (Governor Kate Brown)	https://www.oregon.gov/gov/admin/pages/executive-orders.aspx
SCHOOL POPULATION AND DEMOGRAPHICS		
Indicator	Potential Data Resource (Source)	Resource link
Total school enrollment	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx
Local population	Explore Census Data (US Census Bureau)	https://data.census.gov/cedsci/
% American Indian or Alaskan Native	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx
% Asian	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx
% Black or African American	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx
% Hispanic or Latino:	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx
% Multiracial	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport_2020_2021.xlsx

		2021.xlsx
% Native Hawaiian or Other Pacific Islander	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport 2020 2021.xlsx
% White	2020-2021 Fall Membership Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Documents/fallmembershipreport 2020 2021.xlsx

ATTENDANCE

Indicator	Potential Data Resource (Source)	Resource link
All Student Regular Attender Rates by School District	Regular Attenders 2020-21 School Year Report (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Pages/Attendance-and-Absenteeism.aspx
Graduation Rate	Cohort Graduation Rate 2019-2020 Media File (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Pages/Cohort-Graduation-Rate.aspx

ACCESS AND UNMET NEED

Indicator	Potential Data Source	Resource link
Oregon Rural Unmet Healthcare Need Service Area	August 2021 Oregon Areas of Unmet Health Care Need Report (Oregon Office of Rural Health)	https://www.ohsu.edu/sites/default/files/2021-09/2021%20Areas%20of%20Unmet%20Health%20Care%20Needs%20Report%202.pdf
% students reporting unmet physical health care need: 6 th , 8 th and 11 th Grade	2020 Oregon Student Health Survey (Oregon Health Authority)	Internal (not yet publicly available)

POVERTY

Indicator	Potential Data Resource (Source)	Resource link
% students eligible for free or reduced lunch	Free and Reduced Price School Data 2021 (Oregon Dept. of Education)	https://www.oregon.gov/ode/reports-and-data/students/Pages/default.aspx

HEALTH INDICATORS

RFGP 5309 – School Health Services Planning Grant

Indicator	Potential Data Resource (Source)	Resource link
% Contemplated suicide attempts: 6 th , 8 th , and 11 th grade	2020 Oregon Student Health Survey (Oregon Health Authority)	https://www.oregon.gov/oha/PH/BIRTHDEATHCERTIFICATES/SURVEYS/OREGONHEALTHYTEENS/Pages/index.aspx
School immunization total vaccination rate	2020-2021 Oregon Immunization Program School Immunization Coverage (Oregon Health Authority)	https://www.oregon.gov/oha/PH/PREVENTIONWELNESS/VACCINE/SIMMUNIZATION/GETTINGIMMUNIZED/Pages/SchRateMap.aspx
SCHOOL NURSING AND COMPLEX NEEDS		
Indicator	Potential Data Resource (Source)	Resource link
Medically Complex Student to Nurse Ratio (compared to recommended 1:225 ratio)	2020 Nursing Services in Oregon Public Schools Report (Oregon Department of Education)	https://www.oregon.gov/ode/students-and-family/healthsafety/Pages/School-Nurses-Annual-Report.aspx

ATTACHMENT F – DISCLOSURE EXEMPTION AFFIDAVIT

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

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the “Proposal”), to the State of Oregon (State) in response to Request for Grant Proposals 5309 -School Health Services Planning Grant, and I am familiar with the contents of the RFGP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

RFGP 5309 – School Health Services Planning Grant

- i.** Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

ATTACHMENT G – SAMPLE INTERGOVERNMENTAL GRANT AGREEMENT

Grant Agreement Number 000000



STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

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
Acting by and through its (insert Program Name if applicable)
Address
Address
Attention: (required)
Telephone: (required)
Fax: (optional)
E-mail address: (required)

hereinafter referred to as “Recipient.”

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

Name of OHA Office, Program, etc.
Address
Address
Agreement Administrator: (Insert Name) or delegate
Telephone: (Insert)
Fax: (Insert)
E-mail address: (Insert)

Recitals (not standard practice but available as an option)

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **[insert start date]**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **[insert end date]**. Agreement termination or expiration 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: Payment 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
 - (7) Exhibit D: **Subcontractor Provisions (optional – may be removed)**

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

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, 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 dollar amount]**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Recipient is a subrecipient Recipient is a contractor Not applicable

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

5. Recipient Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

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.

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 Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

RFGP 5309 – School Health Services Planning Grant

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

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

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

Recipient Name

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Department of Justice

Date

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

Authorized Signature

Printed Name

Title

Date

EXHIBIT A

**Part 1
Program Description**

Detail the activities that describe the Recipient’s Program to be supported under this Grant Agreement. Do not use terms like work to be provided, services to be completed or performed, or deliverables, which are terms customarily associated with contracting for services. This may include:

1. Desired outcomes
2. Description of allowable activities and any restrictions that may apply
3. Reporting Requirements
4. Performance expectations
5. Grant milestones

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Expenditure 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's 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.

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must

maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on an OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement 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 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the

other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

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

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

RFGP 5309 – School Health Services Planning Grant

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 9.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 9.c.(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 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA’s Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:

RFGP 5309 – School Health Services Planning Grant

- (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 9.a.
 - (3) 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.
 - (4) 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 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) 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.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. 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

RFGP 5309 – School Health Services Planning Grant

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

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

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. 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.

14. 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.

15. 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, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. 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.

17. 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.

18. 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.

RFGP 5309 – School Health Services Planning Grant

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

This Section shall survive expiration or termination of this Agreement.

19. 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.

20. Amendments; Waiver; Consent.

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

21. 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.

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

EXHIBIT D

Subcontractor Provisions