

**THE STATE OF OREGON
OREGON HEALTH AUTHORITY**

**ISSUES THE FOLLOWING
REQUEST FOR GRANT PROPOSALS
RFGP #6291
OregonBuys #S-44300-00017979
for**

**Oregon Health Plan (OHP)
Health System Navigation Grant Program**

Provide partner-based outreach to individuals and families that may be eligible for health coverage through OHP and provide direct enrollment assistance and system navigation to consumers, regardless of health coverage eligibility.

Date of Issuance: September 17, 2026

Proposals Due by: 3:00 pm Pacific Time on Tuesday, November 3, 2026
NOTE: Proposals must be submitted through the OregonBuys system

Issuing Office: Office of Contracts and Procurement
500 Summer Street NE, E-03
Salem, Oregon 97301

Sole Point of Contact: Jewelee Bell
Email: jewelee.m.bell@odhsoha.oregon.gov
Phone: 971-208-4144

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Sole Point of Contact for this RFGP. We accept all relay calls.

The State of Oregon promotes equal opportunity for all individuals.

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SECTION 1 – PURPOSE/OVERVIEW

1.1 Introduction

The State of Oregon, Oregon Health Authority (OHA), invites qualified organizations to submit a Proposal to participate in the Oregon Health Plan (OHP) Outreach and System Navigation Grant Program (Program).

Grant funds awarded as a result of this RFGP must be used to support 1) **outreach** to uninsured or underinsured Oregonians who may be eligible for the OHP, in all regions of the state; 2) **system navigation** for any individual seeking assistance through the Oregon Health Plan.

Depending on legislative approval of funds, OHA intends to award 40-45 OHP Outreach and System Navigation Grants (HSN Grants). Each grant awarded will be for an amount not to exceed \$150,000 for a 24-month period, beginning July 1, 2027, and ending June 30, 2029.

All organizations submitting a Proposal are referred to as Proposers in this RFGP. After execution of a Grant Agreement, an awarded Proposer will be designated as a Recipient.

If awarded a Grant, OHA will negotiate a Work Plan and Final budget with the Recipient.

1.2 Background and Overview

The Oregon Health Plan serves over 1,400,000 Oregonians and is guided by the vision for better health, better care, and lower costs for all Oregonians.

The Oregon Legislature in 2009, through statutory changes and funding appropriations, directed that outreach grants be awarded to partner-led organizations serving all communities, particularly those focusing on enrollment of all children, youth, and families in rural regions and with additional obstacles to accessing health care, such as those with physical, cognitive, sensory, behavioral health conditions or chemical dependency, and those experiencing homelessness. Since that time, the OHA Office of Community Health and Engagement (OCHE), previously known as the Community Partner Outreach Program (CPOP), has supported local organizations across the state in their work to expand their outreach efforts to all populations across the state and has

multiplied the network of local organizations from 32 grantees to over 350 local organizations serving all Oregonians.

The Affordable Care Act (ACA) has realized the largest expansion in health coverage enrollment in US history. However, there continue to be individuals who need health coverage, need to re-enroll in it, or who “churn” between Medicaid and private plans, challenging both continuity and quality of care.

A key partnership for OHA has been the collaboration with the Marketplace. OHA and the Marketplace will continue to work together to support a statewide outreach and system navigation network of application assisters that provides Oregonians of all income levels with access to public and private health insurance. The Office of Community Health and Engagement has partnered with organizations across the state that have connected Oregonians to health care for the past decade. Local organizations, Application Assisters, and Community Health Workers will continue to be critical to reach many working families that may have incomes above Medicaid eligibility levels. While this RFGP is focused on the OHP-eligible population, all certified assisters funded through OHA-managed outreach, enrollment, and system navigation grants must be prepared to assist anyone through the Oregon Eligibility (ONE) system, through Oregon’s online Health Insurance Marketplace, or by referring clients applying for private health insurance to a licensed insurance agent.

1.3 Definitions

For the purposes of this RFGP and the resulting Grant Agreement(s) awarded, the terms below have the following meanings:

1.3.1 Activity means a specific action or set of actions that the Recipient performs to produce the desired Outcome.

1.3.2 Community Health Worker (CHW) means a frontline public health worker who is a trusted member of or has an unusually close understanding of the population they serve.

1.3.3 Grant means a grant awarded as a result of this RFGP.

1.3.4 Grant Agreement means a grant agreement substantially in the form of Attachment 5 that is entered into between OHA and a Recipient, which includes all exhibits and attachments identified therein.

- 1.3.5 Key Personnel or Key Persons** means the person or persons on Proposer's staff assigned to perform the activities under the Grant Agreement. For Key Persons not identified prior to Proposal submission, a position description must be submitted. OHA reserves the right to approve or deny Key Persons submitted for approval after award of the Grant.
- 1.3.6 Objective** means a clear, specific statement of what the Recipient aims to achieve in order to advance the overarching goal.
- 1.3.7 Office of Contracts and Procurement (OC&P)** means the office that is responsible for this procurement process for OHA.
- 1.3.8 Oregon ONE Eligibility** means the system where applicants apply for OHP coverage via ONE (Medicaid Eligibility Determination).
- 1.3.9 Outcome** means the specific change the Recipient expects to see or achieve because of their Grant project.
- 1.3.10 Proposal** means a written response submitted by Proposers through the OregonBuys system in response to and in accordance with the process described in this RFGP.
- 1.3.11 Proposer** means the entity that submits a Proposal in response to this RFGP.
- 1.3.12 Recipient** means the Proposer(s) selected through this RFGP to enter into a Grant Agreement with OHA.
- 1.3.13 RFGP** means this Request for Grant Proposals.
- 1.3.14 SPC** means the OC&P Sole Point of Contact who serves as the coordinator and focal point of information, communications and activities relating to this RFGP.
- 1.3.15 System Navigation, or Health System Navigation,** means the process by which a local organization supports individuals who are in need of health care by: (a) Assisting with application for or renewal of Oregon Health Plan (OHP); (b) Assisting with the management of the application process for OHP; (c) Assisting with accessing available benefits; (d)

Identifying and removing obstacles to care; (e) Providing the information needed to build the knowledge and confidence necessary for utilizing benefits; or (f) Promoting the establishment of healthcare services and continuity of care. For the purposes relating to this RFGP, there may be multiple instances of System Navigation for a single individual.

1.4 Authority

OHA issues this RFGP under the authority of ORS 413.033 and ORS 413.201.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 Minimum Requirements

Within the general Grant project description, OHA is requesting Proposals outlining plans for focused outreach to uninsured or underinsured Oregonians that may be eligible for OHP, and for providing system navigation to any applicant, regardless of the type of health insurance they may be eligible for.

Proposers must demonstrate a physical presence in one or more specific counties and describe the population(s) on which the Proposer will focus its outreach and system navigation efforts.

2.2 Eligibility

Only one Proposal may be submitted by any one eligible organization or coalition.

Eligible organizations working together as a coalition and proposing to perform outreach and system navigation activities may submit only one Proposal. No more than one Grant Agreement will be awarded to any eligible organization, whether it proposes as an individual organization, as part of a coalition, or as the lead agency of any coalition.

Proposers will not finance the same Activities under more than one outreach and system navigation grant, and they will not supplant or duplicate existing local, state, or federal funding for any Activity described in this RFGP.

To be eligible to submit a Proposal, Proposers must be one of the following:

- A non-profit 501(c)(3) organization;
- A hospital;
- A safety net clinic;
- A public health department; or
- A school.

Proposers that are receiving Medicaid Administrative Claiming (MAC) or Medicaid outreach, enrollment, and education funds are not eligible for this funding opportunity unless the Proposer is able to demonstrate that funding will not be used for the same activities and separate financial tracking processes exist, distinguishing the funding sources and uses from each other.

2.3 Conflicts of Interest

Proposals will not be accepted from an individual or entity that has a conflict of interest.

A Proposer has a conflict of interest if they are any of the following:

- a. Insurers and their subsidiaries.
- b. Insurance companies.
- c. Associations and their subsidiaries that include members of, or lobby on behalf of, the insurance industry.
- d. Entities receiving direct or indirect consideration from insurers in connection with the enrollment of any individuals or employees in health insurance.
- e. Individuals or entities, including insurance agents, receiving direct or indirect compensation or other consideration from health insurers or their subsidiaries. Such consideration includes, but is not limited to, commissions for renewals, pension income, and other sources of income from health insurers.

SECTION 3 – PROJECT DESCRIPTION

The Health System Navigation (HSN) Grant Program aims to provide funding to organizations to complete work to help all people and families access their OHP benefits. Recipients awarded HSN grant funding as a result of this RFGP will assist individuals and families with OHP enrollment services, explain how to use their benefits, and remove obstacles to care. Recipients will also build confidence and support ongoing care through outreach, engagement, and system navigation. Recipients must meet the highest standards prevalent in the industry or business most closely involved in completing the activities described in the objectives, outcomes, and activities outlined in the Health Systems Navigation Results Framework flowchart provided below. This visual is meant as a high-level flowchart to demonstrate how activities, outcomes, and objectives are connected.

Recipients will use grant funds awarded under this RFGP to support OHA's goal of strengthening access to affordable care for all by contributing to Objective 1 and Objective 2 as stated in the HSN Results Framework. More specifically, Recipients will:

Objective 1: Expand and deepen partner-led outreach efforts to ensure individuals and families are informed about and connected to OHP services.

Outcome 1: Individuals and families have increased awareness and understanding of how to access and use OHP benefits.

Activity 1.1: Host and participate in events to share information on OHP system navigation services, including but not limited to:

- Conducting outreach activities to inform local populations of health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System.
- Focusing efforts in geographic areas with high rates of uninsured and underinsured, including rural areas; demographic groups, and language minority populations with additional obstacles to accessing health care, such as those with physical, cognitive, sensory, or behavioral health conditions, chemical dependency, social and economic challenges, and those experiencing homelessness.
- Conducting partner-led outreach to inform all populations with limited access to care in the state of Oregon.

Activity 1.2: Share information on OHP system navigation services through advertising and distribution of OHA-approved promotional, educational, and marketing materials.

Objective 2: Advance equitable access to healthcare by strengthening individuals' and families' capacity to navigate the ONE Eligibility and health benefits system, maintain OHP coverage, and obtain needed services.

Outcome 2.1: Individuals and families obtain and sustain enrollment in OHP benefits.

Outcome 2.2: Individuals and families face fewer barriers to accessing healthcare and receiving care when they need it.

Activity 2.1: Provide OHP application assistance, including completing new OHP applications and/or renewals, reporting changes to clients' cases, and responding to requests for information.

NOTE: Recipients can choose to help individuals and families apply for the State-Based Marketplace, but those efforts will not be reimbursed through grants awarded as a result of this RFGP. Organizations that wish to help individuals in applying for the State-Based Marketplace will need to have a current and updated volunteer agreement with the Oregon Health Insurance Marketplace.

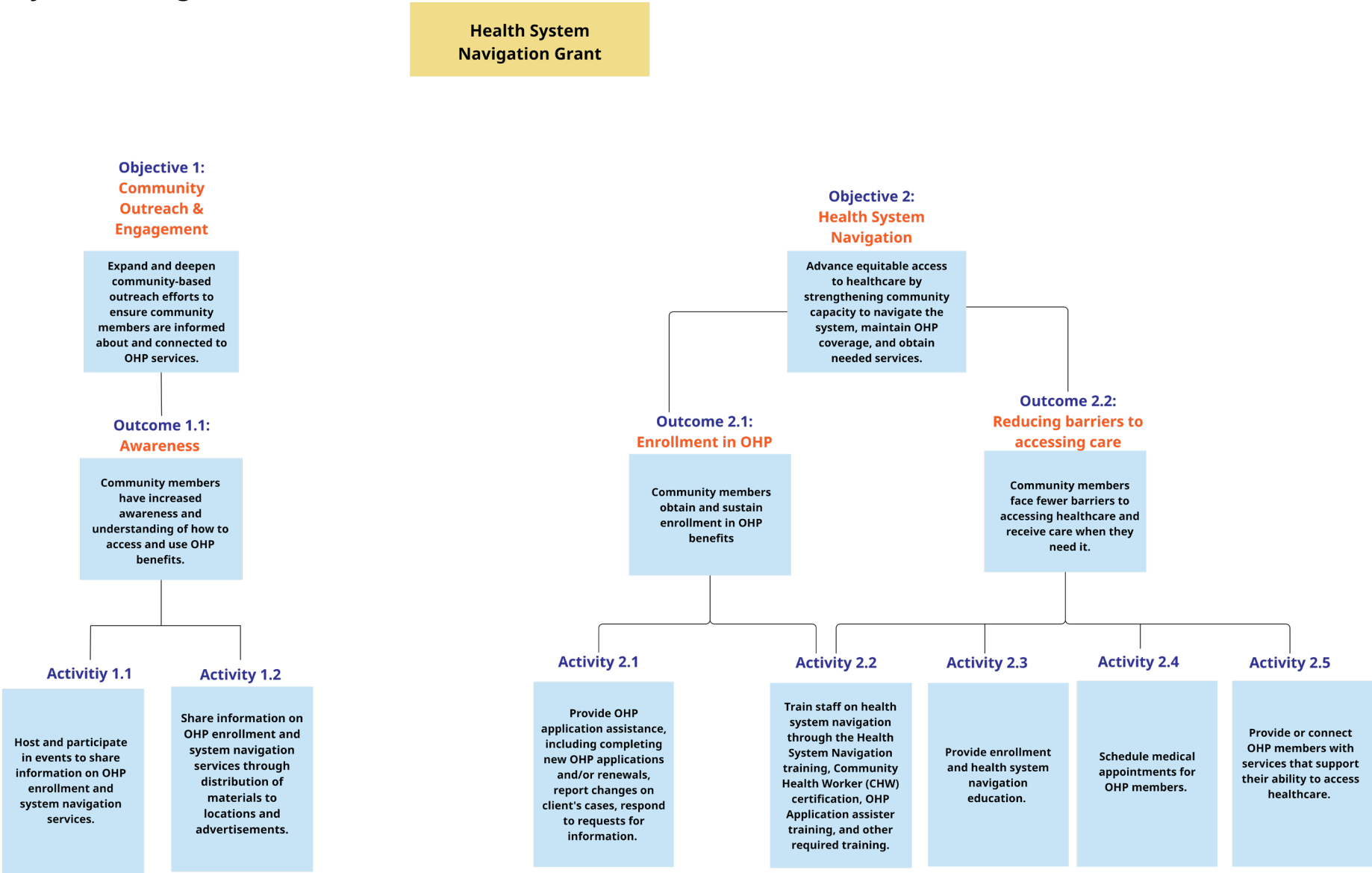
Activity 2.2: Train staff on health system navigation through the Health System Navigation training, Community Health Worker (CHW) certification, OHP Application assister training, and other required training and meetings, such as regional collaboratives.

Activity 2.3: Provide health system navigation education for individuals and families to improve navigation of health insurance systems and health insurance literacy.

Activity 2.4: Schedule medical appointments for OHP members.

Activity 2.5: Provide or connect OHP members with services that support their ability to access healthcare.

Health Systems Navigation Results Framework



3.2 Reporting Requirements

3.2.1 Activity Reporting Requirements

Recipients will be required to collect and submit data on the Activities they complete as part of the Health System Navigation grant. OHA will provide details on the Activity Reporting requirements once a grant has been awarded. These reporting requirements may be changed or updated by OHA at any time.

3.2.2 Finance Reporting Requirements

Recipients will be required to submit monthly financial reports in the format required by OHA. Reports will be submitted to OHA on the 15th of each month, for Activities completed in the previous month. For example, reports for the month of January are due February 15. All financial reports must include a description of expenses incurred. Failure to include a description of expenses will require Recipient to submit corrected financial reports which could result in delayed or disallowed disbursement of grant funds. Activity reports must support financial reports, and grant funds will only be disbursed for OHA-approved reports. Monthly reporting elements and guidelines may be changed or updated by OHA at any time.

3.2.3 Language Access Reporting Requirements

Recipient shall collect and report to the OHA Agreement Administrator quarterly data on the number of clients with language and modification needs, served under the Grant Agreement, languages and modifications required, methods of service (e.g., qualified interpreters, qualified bilingual staff, etc.) and service modalities (e.g., in-person, video remote interpretation, etc.). Details on the methods to report this data will be provided by OHA.

3.3 Required Standards

The following Community-Responsive and Linguistic Competency Standards, Organization Standards, and Application Assister and Community Health Worker Standards will be incorporated into all Grant Agreements resulting

from this RFGP. The following standards are not intended to be all-encompassing.

3.3.1 Community-Responsive and Linguistic Competency Standards

Consistent with the philosophy that attaining community-responsive and linguistic competency standards is an ongoing developmental process, certain indicators must be in place on the day the Recipient's Grant project begins. Recipients will be required to:

- 3.3.1.1 Demonstrate the alternatives and options available for consumers requesting application assistance that accommodate individual preferences and linguistic differences, and people with functional limitations or facing other obstacles.
- 3.3.1.2 Demonstrate the existence of policies and procedures for meeting consumer language needs.
- 3.3.1.3 Demonstrate in-person, phone, and electronic consumer access to bilingual-bicultural staff for the languages and cultures of the target populations being served.
- 3.3.1.4 Identify populations whose primary language is other than English by region or county within the regions served.
- 3.3.1.5 Demonstrate how consumers whose primary language is other than English, but not a language broadly available, will be assisted to secure or link to appropriate services. Also demonstrate the progressive steps to assist these consumers to obtain services in their primary language.
- 3.3.1.6 Availability of culturally and linguistically appropriate written information for identified consumer populations. Such information will read at the sixth-grade reading level.
- 3.3.1.7 Demonstrate an approach to informing consumers and prospective consumers of the availability of cultural and linguistic services and programs.
- 3.3.1.8 Demonstrate willingness to partner with other organizations.
- 3.3.1.9 Assess factors and develop a plan to facilitate the ease with which all individuals and families can obtain services. Such factors should include location, hours of operation or other

relevant areas; adapting physical facilities to be comfortable and inviting to all people; locating facilities in settings that are welcoming, including co-location of services or partnerships with local organizations. May include travel to the consumer or providing services off-site.

3.3.2 Organization Standards

- 3.3.2.1 In a secure and locked manner, the Application Assister or CHW shall maintain for six years, copies of all records including, but not limited to, paper applications submitted on a consumer's behalf and the consent form if applying online, related to enrollment assistance, whether in paper, electronic or other form. Access to these records will be limited to authorized personnel only, including OHA or its delegates.

The following activities are not allowed. A Recipient must not:

- 3.3.2.2 Offer or provide any gift, favors or other inducement (including food) to potential Applicants without prior approval from OHA.
- 3.3.2.3 Accept money or premium payments.
- 3.3.2.4 Submit eligibility or enrollment information without first obtaining an OHA approved consent form from the Applicant.
- 3.3.2.5 Divulge any personal information obtained while assisting an Applicant with an application for purposes other than enrollment assistance.
- 3.3.2.6 Invite or influence an individual or their dependents to separate from any health insurance plan or arrange for this to occur.
- 3.3.2.7 Allow any person who has not passed a criminal history check through OHA's required process to perform Activities under the Grant.
- 3.3.2.8 Provide inaccurate, misleading or coercive oral or written information or materials.
- 3.3.2.9 Encourage Applicants to include any false or misleading information regarding income, residency, alienage and other eligibility information on an application.

3.3.3 Application Assister and Community Health Worker Standards

- 3.3.3.1 All Application Assistors and CHWs will be trained and certified as required by OHA. Potential Application Assistors and CHWs must complete the required Oregon specific training(s) and recertification as required by OHA.
- 3.3.3.2 Application Assistors and CHWs will provide information about available public and private health insurance coverage options to potentially eligible Oregonians. The information must, at a minimum, include an explanation of the role of Application Assistors and CHWs.
- 3.3.3.3 Application Assistors and CHWs will encourage Applicants to provide accurate and truthful information, and will not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of a consumer for any health coverage option.
- 3.3.3.4 All Application Assistors and CHWs will provide enrollment assistance through ONE, including HealthCare.gov resources as applicable. Assistance will be provided to both new Applicants and to members seeking to renew coverage.
- 3.3.3.5 Application Assistors and CHWs shall obtain appropriate permissions from the Applicant prior to helping the Applicant to submit an application. Application Assistors and CHWs will provide a copy of and explain the OHA-approved consent form. A signed copy of the consent form must be kept on file.
- 3.3.3.6 Application Assistors and CHWs shall provide impartial health coverage choice counseling using filters embedded in the online application and information provided by OHA or its delegates. If a consumer needs additional assistance choosing a qualified health plan, the Application Assister or CHW shall refer the applicant to a certified agent.
- 3.3.3.7 Application Assistors and CHWs shall disclose any relationships the Application Assister, CHW or organization has with insurers, their subsidiaries, or other conflicts of interest as defined by OHA.

- 3.3.3.8 Application Assistants and CHWs shall assist the client to navigate both OHP and Coordinated Care Organization systems.

SECTION 4 – RFGP PROCESS

4.1 Sole Point of Contact (SPC)

All communications concerning this RFGP must be directed only to the SPC named above. Any unauthorized contact regarding this RFGP with other state employees or officials may result in Proposal rejection. Any oral communications will be considered unofficial and non-binding. The OregonBuys system will be used to distribute all information regarding this RFGP. Any additional information received in writing from the SPC is also considered official, except that changes, addenda, or amendments to the RFGP are official only when posted to OregonBuys in accordance with Section 7.1.

4.2 Timeline for RFGP and Proposal Submission

RFGP Issued..... September 17, 2026
RFGP Questions due..... October 7, 2026 1:00 pm
RFGP Answers provided (approximately) October 14, 2026
RFGP Closes. Proposals due November 3, 2026 at 3:00 pm
Notice of Award issued (estimated) January 1, 2027

4.3 Closing Date for Submittal of Proposals

Proposals must be submitted through the OregonBuys system no later than the date and time specified in Section 4.2, Timeline for RFGP and Proposal Submission.

Proposals will only be accepted electronically through the OregonBuys system.

4.4 Withdraw or Resubmit a Proposal

The OregonBuys system allows Proposers to Withdraw any documents submitted and allows Proposers to Resubmit a Proposal up to the date and time that the RFGP closes.

4.5 Pre-proposal Questions Relating to this RFGP

Questions about this RFGP, including specifications, Grant terms and conditions, or the solicitation process, must be submitted in writing and received by the SPC by the date and time specified in Section 4.2. Questions may be submitted by email to the SPC directly, or they may be submitted through the OregonBuys system. Notification of any substantive clarifications provided in response to any question will be published through the OregonBuys system.

For complete RFGP documentation, please go to the OregonBuys web site at <https://oregonbuys.gov/bsol/>

OC&P will not automatically mail/email copies of any amendments or answers but will publish Amendments and Questions and Answers through OregonBuys. Amendments may be downloaded from OregonBuys. Proposers are responsible for frequently checking OregonBuys until the date the RFGP closes.

SECTION 5 – PROPOSAL REQUIREMENTS

All Proposals must include the items listed in this Section. Proposals must address all Proposal and submission requirements set forth in this RFGP and must describe how the Grant Activities will be performed. Proposals that merely offer to “provide services as stated in this RFGP” or use other generic language regarding services will be considered non-responsive and will not be considered further.

OHA will evaluate the overall quality of content and responsiveness of Proposals to the purpose and specifications of this RFGP.

5.1 General Proposal Requirements

- 5.1.1** Proposer must submit one signed Proposal electronically using the OregonBuys system, without extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal.

Proposer must submit the Proposal, bearing the Proposer’s authorized representative’s signature on the completed Proposer Information and Certification Form (**Attachment 1**), as **one complete electronic copy** of the Proposal including all required attachments, in one of the following formats: Adobe Acrobat (pdf) or Microsoft Word (docx).

A representative authorized to bind the Proposer must sign the completed Proposer Information and Certification Form. Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in the Proposal being rejected by OC&P.

- 5.1.2** If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall complete and submit the Disclosure Exemption Affidavit (**Attachment 2**) and a fully redacted version of its Proposal, clearly identified as the redacted version.

5.2 Technical Proposal Requirements

The Technical Proposal includes the following sections: 5.2.1 Organizational Experience and Capacity and Experience, 5.2.2 Implementation Approach Narrative, 5.2.3 Service Area, and 5.2.4 Focus Population. The Technical Proposal must include all sub-sections listed and **not exceed 10 pages**. The Technical Proposal should follow the formatting specifications in the table below.

Font type	Aptos (Body)
Font size	12
Line spacing	1.25
Page Margins	1" top, bottom, left and right

The Technical Proposal should focus on the following:

90% Health System Navigation

10% Outreach

5.2.1 Organizational Experience and Capacity

5.2.1.1 Mission and History

Provide a narrative describing how the organization's mission and history align with the objectives of this RFGP. This narrative should include:

- Proposer's experience conducting outreach specific to healthcare-related programs, Healthcare System Navigation, or similar services
- Proposer's work experience with uninsured and underinsured Oregonians.
- Past programs or accomplishments that demonstrate Proposer's capability

5.2.1.2 Staffing and Expertise

Provide a snapshot of the staff who will support the Grant Activities, including:

- Key roles (e.g., outreach coordinators, enrollment specialists, Community Health Workers, navigators)

- Language skills, client-based responsive competencies, or lived experience relevant to the populations served
- Training or certifications applicable to OHP/Medicaid, community health, or case management
- Staff resumes are not required and will count towards the page limit - in the alternative, please include brief descriptions of relevant skills and experience.

5.2.1.3 Commitment to Serving All and Client-Centered Practice

Describe how Proposer:

- Integrates client-centered practices
- Engages priority individuals and families in planning and decision-making
- Ensures services are accessible (language, differently-abled access, scheduling, transportation)

5.2.2 Implementation Approach Narrative

Provide an implementation approach narrative describing how HSN grant funding will be used to implement all of the Activities outlined in the HSN Results Framework. At a minimum, the implementation approach narrative should include:

5.2.2.1 Key Activities

Proposers must describe the **expected Activities** their organization will carry out, including the direct and measurable results their organization will successfully accomplish through those activities. Activities typically describe things like the number of events held, materials distributed, people reached, or services delivered.

The Implementation Approach Narrative must include a list of key Activities Proposer expects to complete during the Grant term.

Attributes of “strong” Activities:

- Specific and concrete
- Use numbers or estimates whenever possible

- Ensure that proposed Activities logically connect to the HSN Grant activities outlined in the Health Systems Navigation Results Framework
- Keep key Activities and targets realistic and achievable within the Grant term

When describing expected Activities, it is important to remember that 90% of the HSN proposed Grant Activities must support the health system navigation objective and 10% of the HSN proposed Grant must support the local outreach and engagement objective.

The Implementation Approach Narrative must include a brief description of how each Activity supports the HSN Grant outcomes described in the Health Systems Navigation Results Framework, such as improving awareness, reducing barriers, or helping individuals and families access and use OHP benefits.

5.2.2.2 Targets

A *target* is the **specific quantity or level** of an Activity Proposer expects to reach during the Grant term. Targets help set expectations and allow OHA to understand the planned/proposed scale of work.

The Implementation Approach Narrative must include a numeric target describing what the Proposer plans to achieve as a result of each key Activity completed during the Grant term.

Examples of Activities with targets include:

- “Conduct 12 community outreach events during the grant term”
- “Complete 200 health system navigation encounter during the grant term”
- “Distribute OHP navigation material to 24 locations before the end of the grant term”

5.2.2.3 Service Area

Proposers should include a description of the **geographical area** your organization will be serving.

Describe the strategies Proposer will use to address outreach challenges or other challenges specific to the areas Proposer will serve.

Please include the:

- Counties, cities or towns
- Tribal lands or reservation areas
- Rural vs. urban distinctions
- Any other relevant geographical or place of interest subdivision

5.2.2.4 Focus Population

Proposers should describe the **demographic populations** it intends to reach through the HSN Grant activities, while also acknowledging that no one seeking help may be turned away. Health System Navigation Grant activities must support outreach to uninsured or underinsured Oregonians who may be eligible for the OHP, in all regions of the state.

This section should describe the strategies Proposer will use to:

- Reach the proposed focus populations
- Provide healthcare system navigation to all individuals and families that are eligible to access health coverage through the OHP

5.3 Budget Proposal Requirements

Provide one detailed Budget Proposal for the entire 24-month grant period, substantially in the form of **Attachment 4, Budget Table**, as well as a budget narrative (**not to exceed 2 pages**) according to the instructions in **Attachment 3, Budget Guidelines**.

The Budget Proposal must include separate line items for personnel salary, benefits, travel (mileage included must not exceed the current state of Oregon rate), training, outreach, enrollment, system navigation services, supplies (supplies not to exceed 20% of the total budget), and indirect/administrative expenses (not to exceed 15% of the budget subtotal).

Please refer to **Attachment 3, Budget Guidelines** for information regarding budget categories.

SECTION 6 – PROPOSAL EVALUATION

Proposals must be complete at the time of submission and include all required documents.

OC&P will conduct a comprehensive and impartial evaluation of the Proposals received to verify that each Proposal meets all Proposal Requirements in Section 5 and to determine whether the Proposal is responsive. The Proposals meeting those requirements will be forwarded to the Evaluation Committee for evaluation and scoring. Those Proposals that do not meet all requirements will be deemed non-responsive and will not be further evaluated.

Responsive Proposals will be evaluated by an Evaluation Committee selected by OHA. The Evaluation Committee will evaluate the Proposals and score them according to the criteria described below.

Proposals must provide a concise description of the Proposer's ability to accomplish the Outcomes and reach the Objectives of the Program with emphasis on completeness and clarity of content. Evaluators will consider brevity and clarity of responses when scoring Proposals.

Maximum point values and the evaluation criteria for each section are described below.

Award(s), if one or more are made, will be made to responsive, responsible Proposer(s) subject to Section 6.2.

6.1 Technical Proposal Evaluation

The Evaluation Committee members will use a 1–5 scale to evaluate how well each part of the Proposal meets the requirements. A score of 1 means the information provided in that section of the Proposal is minimal or not clearly developed, while a score of 5 reflects an exceptional, complete, and well-supported response. Reviewers will use the same 1–5 scale for every section, and each section is weighted to show its importance in the overall evaluation (see table below for the level of importance or weighting for each section). This ensures Proposals are rated consistently, fairly, and based on the strength and clarity of the information provided in the Proposal.

Proposal Section		Level of Importance (Weight)
RFGP Sections 5.2.1.1, 5.2.1.2, and 5.2.1.3	Organizational Capacity	30%
RFGP Sections 5.2.2.1, 5.2.2.2, 5.2.2.3, and 5.2.2.4	Implementation Narrative	50%
Section 5.3	Budget Proposal	25%

Organizational Capacity & Experience	
Score	Criteria Evaluated
5 – Exceptional: The proposal demonstrates outstanding organizational experience and readiness.	Mission and history clearly align with the HSN Program, supported by extensive, relevant experience in healthcare outreach, OHP enrollment, system navigation, or similar services.
	The Proposer has provided an exceptional history of engagement with uninsured and underinsured Oregonians.
	Shows a history of excellence in their work with past programs or accomplishments that demonstrate their capability.
	Staffing is fully appropriate for the Activities, with key roles identified and strong relevant skills, language abilities, training, or lived experience connected to the populations served.
	Shows clear, detailed examples of client-centered practices, meaningful engagement of priority individuals and families, and strong accessibility strategies.
	All staff who may be conducting Grant Activities are or will be trained as OHP application assisters and/or CHWs and brief descriptions of relevant skills, experience, or training plan have been provided.
4 – Strong: The organization shows solid organizational capability and alignment in the proposal.	Mission and history align well with the HSN Program and relevant experience is evident.
	The Proposer has demonstrated a strong track record of engagement with uninsured and underinsured Oregonians.
	Most key staff roles and skills are presented clearly, with some relevant training or experience.
	Demonstrates commitment to client-centered practices and accessibility, with some strong examples.
	Organization appears fully capable, though minor gaps may exist.

3 – Adequate: The organizational capacity and experience meets basic expectations.	Mission and history are generally aligned with the HSN Program, with some relevant experience.
	The Proposer has experience working with uninsured and underinsured Oregonians.
	Proposer has some experience conducting outreach to healthcare-related programs, Healthcare System Navigation or similar services.
	Staffing information is provided with some relevant skills, though details may be missing or unclear.
	Mentions client-centered practices and accessibility in general terms with limited examples.
	Shows basic capability to perform the work.
2 – Limited: The proposal provides incomplete or unclear information on the organization's capacity and experience.	Mission and history show only limited connection to the HSN Program objectives or focus populations.
	Staffing descriptions lack clarity or relevance; key roles or critical experience may be missing.
	Mentions client-centered practices vaguely, with little evidence of engagement or accessibility efforts.
	Capability appears uncertain.
1 - Minimal: The proposal does not demonstrate sufficient organizational experience or capacity.	Minimal or no relevant mission history or experience related to healthcare outreach or uninsured and underinsured Oregonians.
	Staffing information is absent or not relevant.
	No meaningful explanation of client-centered practices, engagement, or accessibility.
	Response is incomplete or non-responsive.

Implementation Approach Narrative	
Score	Criteria Evaluated
5 - Exceptional: The implementation approach narrative provides an outstanding, comprehensive, and clearly measurable implementation approach.	Key activities are specific, concrete, logically connected to HSN grant activities, and include clear numerical estimates.
	Every activity includes realistic, meaningful, and measurable targets aligned with the proposed scale of Activities.
	Provides strong, clear descriptions of how each activity supports required HSN outcomes (awareness, barrier reduction, access/use of OHP benefits), including alignment with the 90% HSN and 10% outreach structure.
	Clearly identifies service areas (counties, cities/towns, tribal areas, rural/urban distinctions) and offers thoughtful, well-developed strategies to address outreach challenges specific to each area.
	Provides a strong, realistic plan for reaching proposed focus populations while also demonstrating readiness to serve all individuals eligible for OHP.
	Overall, the proposal demonstrates exceptional clarity, feasibility, alignment, and responsiveness to HSN Program goals.
4 - Strong: The implementation approach narrative provides a strong and mostly complete plan.	Activities are generally specific and measurable, with numerical estimates for most items.
	Most activities include clear targets that are realistic and achievable.
	Provides solid explanation of how activities support HSN outcomes, with only minor gaps.
	Identifies service areas clearly and provides practical strategies for addressing outreach challenges.
	Provides good strategies for reaching focus populations and serving eligible individuals statewide.
	Overall strong, with only minor weaknesses in detail or completeness.
3 - Adequate: The implementation approach narrative meets basic expectations.	Activities are described but may lack consistent specificity or measurable components.
	Some activities have targets, but others are unclear or missing.
	Provides a general explanation of how work supports HSN outcomes, though connections may be weak or inconsistent.
	Service area is described, but strategies for addressing geographic challenges may be limited.
	Some strategies for reaching focus populations are provided but not well developed or fully thought through.
	The implementation plan is feasible but lacks depth or clarity.

2 - Limited: The implementation approach narrative provides incomplete or unclear information.	Activities are vague, not easily measurable, or appear unrealistic.
	Few activities have usable targets; targets may be vague or not clearly linked to the activities.
	Minimal explanation of how proposed work supports HSN outcomes.
	Service area description is incomplete; strategies for outreach challenges are minimal or unclear.
	Strategies for reaching focus populations are vague, limited, or not well aligned with the HSN Program.
	The implementation plan raises concerns about feasibility, alignment, or clarity.
1 - Minimal: The implementation approach narrative does not meet the requirements.	Activities are not clearly described or measurable.
	Targets are missing or unusable.
	No meaningful explanation of support for HSN outcomes.
	Service area is not described in a usable way; no outreach strategies included.
	No clear plan for reaching focus populations or serving all individuals eligible for OHP.
	Response is incomplete or non-responsive.

Budget Proposal	
Score	Criteria Evaluated
5 - Exceptional: The budget proposal provides a complete, clear, and highly detailed 24-month budget.	Budget Table and narrative follow all required categories and formats.
	All required line items are included: personnel salaries, benefits, travel, training, outreach, supplies ($\leq 20\%$), and indirect/administrative expenses ($\leq 15\%$).
	Personnel expenses include detailed FTE allocations, clear role descriptions, tracking for part-time staff, and complete breakdowns for coalition members. If FTE is allocated to administrative support and oversight, such positions comprise no more than 10% of the total requested FTE for the grant.
	Travel expenses adhere strictly to Oregon state rates and include only allowable local travel.
	Outreach and system navigation materials are appropriate and exclude disallowed items.
	Supplies and indirect costs comply with percentage limits and calculations are clearly documented.
	Budget appears realistic, cost-effective, aligns with grant activities, and demonstrates strong financial stewardship.
	Overall, the budget is fully compliant, well-constructed, and highly credible.

4 - Strong: The budget proposal provides a strong and mostly complete budget.	Budget Table and narrative meet structural requirements.
	Nearly all required line items are present and correctly categorized.
	Personnel expenses include clear FTE allocations and relevant staff roles, with only minor detail gaps.
	Travel follows state rules; no concerning expenses.
	Outreach/navigation material costs are appropriate.
	Supplies and indirect costs comply with limits, with minor gaps in narrative explanation.
	Budget is realistic and mostly well aligned with proposed activities.
	Overall strong, with only minor clarity or detail weaknesses.
3 - Adequate: The budget proposal meets basic requirements.	Budget includes required categories but may contain incomplete detail or unclear calculations.
	Personnel expenses include some FTE information, but roles or allocations may be vague.
	Travel is generally acceptable but may lack clarity about compliance with Oregon state rates.
	Some outreach or navigation material descriptions may be general.
	Supplies or indirect costs may approach limits without sufficient explanation.
	Budget appears feasible but lacks clarity, thoroughness, or strong justification.
	Overall sufficient but not well developed.
2 - Limited: The budget proposal provides incomplete or unclear budget information.	Several required line items are missing, miscategorized, or lack sufficient detail.
	Personnel expenses lack clear FTE allocations, time tracking, or staff roles.
	Travel costs may exceed allowable rates or include questionable items.
	Outreach/navigation material costs may not meet guidelines.
	Supplies or indirect/administrative expenses exceed limits or lack explanation.
	Budget feasibility is uncertain or poorly aligned with proposed work.
	Overall, the budget raises concerns about compliance or financial reasoning.
1 - Minimal: The budget proposal does not meet budget requirements.	Budget Table or narrative is missing or not usable.
	Required categories are missing major components.
	Personnel, travel, materials, supplies, and/or indirect costs violate program rules or lack documentation.
	Costs are unrealistic, inappropriate, or not aligned with program expectations.
	The budget does not demonstrate an ability to responsibly manage grant funds.
	Response is incomplete or non-responsive.

6.2 Final Selection and Award

Award(s), if they are made, will be to the highest ranked, responsive Proposer(s) whose Proposal(s) best addresses the goals and objectives of

this RFGP, most accurately and completely fulfills the requirements of the Program, and are deemed by OHA to best meet the outreach and system navigation needs as defined in this RFGP. Notwithstanding the prior sentence, OHA may, in its discretion, make awards to lower ranked Proposers to ensure optimal service coverage.

If selected for an award, Proposer must be duly authorized by the state of Oregon to transact business in the state of Oregon before execution of the Grant Agreement. Visit <https://sos.oregon.gov/business/pages/starting-business.aspx> for Oregon Business Registry information.

If selected for an award, Proposer must secure and demonstrate proof of insurance as required before execution of the Grant Agreement. Insurance Requirements are found in Exhibit C to **Attachment 5**, Form of Grant Agreement. The terms and conditions included in **Attachment 5**, other than the Grant Activities, outcomes or Budget, are not subject to negotiation.

In the event that Grant negotiations are not successful within a reasonable time frame, OHA reserves the right to terminate negotiations with a specific Proposer(s) and continue negotiations with other Proposer(s) until successful negotiations are completed or OHA decides to terminate all negotiations or cancel this solicitation. The determination of what constitutes a reasonable time frame for purposes of this Section will be solely at the determination of OHA. This protocol will be followed until a Grant Agreement has been signed. If all Proposals are rejected, Proposers will be promptly notified.

6.3 Proposal Rejection

6.3.1 OC&P will reject a Proposer's Proposal if the Proposer attempts to influence a member of the Evaluation Committee regarding the solicitation, Proposal review or evaluation process.

6.3.2 OC&P may also reject a Proposal for any of the following reasons:

6.3.2.1 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.

- 6.3.2.2 Proposer has liquidated and delinquent debt owed to, or is in default of any contract or grant agreement with, the State or any department or agency of the State.
- 6.3.2.3 Proposer fails to meet the responsibility requirements of ORS 279B.110.
- 6.3.2.4 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.
- 6.3.2.5 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 the RFGP or Amendment(s).

6.4 Cancellation of RFGP; Rejection of Proposals; 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.

SECTION 7 – GENERAL INFORMATION

7.1 Changes/Modification and Clarifications

When appropriate, OC&P will issue revisions, substitutions, or clarifications as an amendment to this RFGP. Changes and modifications to the RFGP will be recognized *only* if in the form of a written amendment issued by OC&P and posted on the OregonBuys system.

7.2 Reservation of OC&P 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 OHA to do so;
- Reject any and all Proposals received upon finding that it is in the best interest of OHA to do so;
- Waive any informality or non-conformance with the provisions or procedures of this RFGP;
- Seek clarification of any Proposal, if required;
- Negotiate the Activities described in this RFGP and to negotiate the final Budget;
- Amend or extend the term of any Grant Agreement that is issued as a result of this RFGP;
- Engage Proposer by selection or procurement for different or additional services independent of this RFGP process and any Grants or 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 OC&P determines that the Proposer satisfies the minimum RFGP requirements; or,
- 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.

7.3 Award Notice

A written Notice of Award will be published in the OregonBuys system. For complete award documentation, please download the Notice of Award from

the OregonBuys website as it becomes available. OC&P will not automatically provide a copy of the Notice of Award to Proposers. Proposers are responsible for frequently checking OregonBuys for the Notice of Award once the RFGP closes. After award, OC&P will set the timelines for Grant negotiation as applicable. Once a Notice of Award has been issued, Recipients will collaborate with the OCHE business team to develop a work plan based on the final funding amount. The expectation is that Recipients complete their work plan within 30 days of accepting the award.

7.4 Release of Information

No information will be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFGP and evaluation process, unless required by law.

7.5 Cost of Proposals

All costs incurred in preparing and submitting a Proposal in response to this RFGP will be the responsibility of the Proposer and will not be reimbursed by OHA.

7.6 Grant Period

Initial term of the Grant will be for the period stated in Section 1.1. If OHA determines that the Activities performed have been satisfactory, OHA may, at its option, amend or extend any Grant term for additional time and for additional dollars without further solicitation. Any modification or extension will be by written amendment duly executed by the parties to the original Grant Agreement.

7.7 Obligation

All Proposers who submit a Proposal in response to this RFGP understand and agree that OHA is not obligated thereby to enter into a Grant Agreement with any Proposer and, further, has absolutely no financial obligation to any Proposer arising from this RFGP.

7.8 Grant Documents

The Grant(s) awarded as a result of this RFGP will be subject to the terms and conditions set forth in the Grant Agreement(s) executed by OHA and

the Recipient. The terms and conditions included in **Attachment 5**, other than the activities, outcomes or Budget, are not subject to negotiation.

7.9 Insurance Requirements

Each successful Proposer will be required to secure insurance as described in the Form of Grant Agreement (**Attachment 5**), Exhibit C (Insurance Requirements) prior to execution of the Grant Agreement.

ATTACHMENT 1 – Proposer Information and Certification Form
RFGP #6291

Proposer Name: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ E-mail Address: _____

Oregon Secretary of State Business Registry Number: _____

Non-Profit 501(c)(3) Number: _____

By signing this form and submitting a Proposal, the undersigned certifies that they are a duly authorized representative of the Proposer, has been authorized by the Proposer to make all representations, attestations, and certifications contained in this Proposal, and to submit this Proposal on behalf of the Proposer.

1. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFGP) and this Proposer Information and Certification Form, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
2. Proposer and its employees and agents 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 and currently found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>
 - b. the government wide exclusions list in the System for Award Management found at: <https://www.sam.gov/>
3. 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.
4. 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.

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.
5. Proposer must be independent of any health insurance or Stop Loss Insurance issuer, and must not be an owner, employee, insurance agent receiving commission or consultant to or have any direct or indirect financial interest with any health insurance or Stop Loss Insurance issuer.
6. Proposer may not request funding for expenditures already funded by any other agency or department of the state of Oregon or the federal government.
7. If Proposer is receiving Medicaid Administrative Claiming (MAC) or Medicaid outreach, enrollment and system navigation funds, Proposer is able to demonstrate that funding will not be

used for the same activities and separate financial tracking processes exist, distinguishing the funding sources and uses from each other.

8. Proposer does not discriminate in its employment practices. 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.
9. Information included in the Proposal will remain valid for 90 days after the Proposal due date or until a Grant Agreement is executed, whichever comes first.
10. The statements contained in this Proposal are true and complete to the best of the Proposer's knowledge and Proposer accepts as a condition of the Grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.
11. 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 Contract 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.
12. If the Proposer is awarded a Grant as a result of this RFGP, the Proposer will be required to complete, and will be bound by, a Grant Agreement, substantially in the form attached to this RFGP and found in the OregonBuys system. At the time of signing the Grant Agreement with OHA, the Proposer will be required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable.
13. Proposer certifies that it has no Conflict of Interest as that term is described in RFGP Section 2.3, Conflict of Interest.

Signature: _____ Date: _____
(Authorized to Bind Proposer)

***** THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL *****

**ATTACHMENT 2 – Disclosure Exemption Affidavit
RFGP #6291**

_____ (Affiant), being first duly sworn under oath, and
representing

_____ (hereafter “Proposer”), hereby deposes and swears
or affirms that:

1. I am an employee of the Proposer, I have knowledge of the Request for Grant 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 (the “Proposal”), dated on or about _____ [insert date], to the state of Oregon (State) in response to Request for Grant Proposals RFGP #6291, for OHP Health System Navigation Grant Program services 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”) 192.410 through 192.505, 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 specified is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information 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:

- 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 below 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's Signature

Notary Public for the State of _____

My Commission Expires: _____

Proposer identifies the following information as exempt from public disclosure:

(NOTE: If Proposer requests any information be held confidential and exempt from public disclosure, they MUST also submit a redacted copy of their Proposal)

Attach additional pages if necessary.

ATTACHMENT 3 – Budget Guidelines

RFGP #6291

1. Budget Time Period

Beginning July 1, 2027 and ending June 30, 2029.

Please plan this 24-month budget reasonably. Documentation to verify staffing and other operational costs will be requested at the time OHA enters into Grant Agreement negotiations with successful Proposers.

2. Budget Categories

a. Personnel Expenses

For all personnel costs, the Budget Proposal must include the total Personnel Expenses of all staff assigned to perform program goals and objectives. If an existing part-time employee, or any percentage less than an FTE, is assigned to this project, explain how time will be tracked for each employee working on this project. Lead organizations must provide detailed FTE costs and allocation for each coalition member so that the total FTE for the project is clearly defined.

In the Proposer's work plan narrative, please list the name and title of the staff member who will be performing the Grant goals and objectives. No more than 10% of the total requested FTE allocated to this Grant should be assigned to administrative support and oversight. "Administrative support and oversight" refers to a range of tasks, functions, and services that are provided to assist individuals, departments, or organizations in their day-to-day administrative and operational activities, but is separate from indirect administrative expenses, referred to in paragraph e below, because these activities are performed by the Recipient's staff.

Lead agencies and all coalition members must provide direct application assistance. Expenses for legal counsel, accounting, facilities, and similar expenses are not considered Personnel Expenses for this Program. If the proposed personnel are not currently on staff, please list the proposed position title and the expected hire date.

b. Travel Expenses

Travel expenses are limited to current state rates for non-represented employees in effect at the time the expenses are incurred. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. Personal expenses will not be authorized at any

time. Only local travel is authorized. OHA may reimburse for out-of-town travel on a case-by-case basis only if travel is pre-approved for OHA workshops or training.

OHA may pay for approved travel only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual: <http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>

c. Outreach and System Navigation Expenses

OHA will reimburse costs for approved outreach, enrollment, and system navigation materials. Grant funds may not be used for the cost of takeaway items such as food and nutrition items, children & family items, hygiene & personal care household essentials, and health & safety items. OHA will provide flyers and other limited materials for use in this project. Materials will be available in multiple languages with customizable versions that organizations can use to add contact information. No more than 20% of the total approved budget for this grant should be assigned to supplies. Supplies include but are not limited to the purchase of laptops, phones, software, office supplies, photocopying, printing, telephone services and internet, outreach event supplies and marketing, postage and shipping.

d. Language Access

Grant funds may be used to cover the costs of services for access to communication supports for people who need to communicate in a language other than spoken English at no charge to the person. This includes, but is not limited to, supporting a wide spectrum of people who primarily communicate in a language other than English, people who are Deaf, Deaf/Blind, or Hard of Hearing, people who are blind or have low vision or have color blindness, people who have motor disabilities, neurodivergent people, people who have communication, cognitive processing, developmental or learning disabilities and people who use assistive technology for communication.

e. Office space and furniture

OHA will not fund office space directly. It is expected that Proposer will provide this in-kind.

f. Training

If staff are not trained as CHWs or certified application assisters, grant funds may be used to cover the costs of these training programs.

g. Indirect/Administrative Expenses

Up to 15% of the budget subtotal of expenses may be used to cover Indirect/Administrative Costs. "Indirect administrative expenses" refer to the costs and expenditures incurred by Recipient, but not including staff costs covered under paragraph a above, that are not directly tied to completion of the Grant Activities but are necessary for the Recipient's overall operation and management. These expenses are often referred to as overhead costs and are essential for Recipient's day-to-day functioning. A description of how indirect/administrative expenses are calculated and what they will consist of is required in the budget narrative.

ATTACHMENT 4 – Budget Table
RFGP #6291

Please complete the following BUDGET TABLE and submit the completed form with the Proposal.

Proposed Budget (24 Months)	
Expenses	Amount
Personnel Expenses	
Salary	
Benefits	
Total Personnel Expenses	
Travel Expenses	
Mileage – ____ (# miles) @ current State of Oregon rate	
Total Travel Expenses	
Outreach and System Navigation Expenses	
(Item 1 description)	
(Item 2 description)	
Total Outreach and System Navigation Expenses	
Staff Training	
Language Access	
Subtotal Expenses	
Indirect/Administrative Expenses	
Total Proposed Budget	

* OHA may request documentation at any time related to the proposed budget and expenses.

* No single month's expenses may exceed 9% of the total award, to ensure continued grant activity throughout the grant period.

**ATTACHMENT 5 – Form of Grant Agreement
RFGP #6291**

SAMPLE ONLY

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.

Grant Agreement Number 000000

**STATE OF OREGON
GRANT AGREEMENT**

This Agreement (this “**Agreement**”) is between the State of Oregon, acting by and through its **Oregon Health Authority (“OHA”)** and **Recipient Legal Entity Name d.b.a. Assumed Name (“Recipient”)**.

Contact information for Recipient is as follows:

Address
City, State Zip
Attention: (required)
Telephone: (required)
Fax: (optional)
Email address: (required)

The OHA program to be supported under this Agreement relates to:

(Fill in with name of Office, Program, etc.)
(Insert address)
(Insert city, state, zip)
Agreement Administrator: (Insert Name) or delegate
Telephone: (Required)
E-mail address: (Required)

Recitals (not standard practice but available as an option)

1. **Effective Date and Duration.** This Agreement will become effective on the last date all required signatures in Section 6 ., below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Project Description" may start on **[insert start date]**, will be governed by this Agreement, and for such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Invoicing". Unless extended or terminated earlier in accordance with its terms, this Agreement will expire on **[insert end date]**.

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: Project Description
- (2) Exhibit A, Part 2: Standards
- (3) Exhibit A, Part 3: Disbursement and Invoicing
- (4) Exhibit A, Part 4: Special Provisions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Insurance Requirements
- (7) Exhibit D: Federal Terms and Conditions

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 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 amount)** ("**Grant Funds**"). OHA will not disburse Grant Funds to Recipient in excess of the not-to-exceed amount and will not disburse Grant Funds until this Agreement has become effective pursuant to Section 1., "Effective Date and Duration." OHA will disburse Grant Funds 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: 93.778 and 93.767

5. Recipient Information and Certification.

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

(1) **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

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

- | | |
|--|--|
| ☐ Professional Corporation | ☐ Nonprofit Corporation |
| ☐ Limited Liability Company | ☐ Partnership |
| ☐ Limited Partnership | ☐ Limited Liability Partnership |
| ☐ Sole Proprietorship | ☐ Corporation |

(3) **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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile 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 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 Section 5.a. 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 may be executed in counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

Recipient Name

By:

_____ Authorized Signature	_____ Printed Name
_____ Title	_____ Date

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

By:

_____ Authorized Signature	_____ Printed Name
_____ Title	_____ Date

Approved for Legal Sufficiency:

_____ Oregon Department of Justice	_____ Date
---------------------------------------	---------------

EXHIBIT A

Part 1 Project Description

Detail the activities that describe the Recipient's Project to be supported under this Agreement.

1. **Background.**
2. **Purpose.**
3. **Desired Outcomes.**
4. **Use of Grant Funds.**
 - a. **Required Activities.** Recipient must use Grant Funds only to fund the following actual allowable expenses in support of Health System Navigation:
(1)
 - b. **Allowable Activities.** Recipient may use Grant Funds to fund the following allowable expenses in support of Health System Navigation:
(1)

EXHIBIT A

Part 2 Standards

EXHIBIT A

Part 3

Disbursement and Invoicing

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 Grant Funds as follows:

- (1) *Disbursement Schedule.*
- (2) *Reporting and invoices*
- (3) *Budget Table.*

EXHIBIT A

Part 3 Special Provisions

1. Language Access Requirements.

- a.** Recipient shall meet or exceed all applicable state and federal language access requirements including, but not limited to, those requirements described in Title II and Title III of the Americans with Disabilities Act, Title VI of the Civil Rights Act, Section 1557 of the Affordable Care Act, and ORS Chapter 659A, ORS 411.970, ORS 413.550, ORS 676.750 through ORS 676.789, ORS 676.992 and OAR 943-005-0060.
- b.** Recipient shall have a budget for costs to include in their delivery of services under this Agreement for access to communication supports for people who need to communicate in a language other than spoken English at no charge to the person. This includes, but is not limited to, supporting a wide spectrum of people who primarily communicate in a language other than English, people who are Deaf, DeafBlind, or Hard of Hearing, people who are blind or have low vision or have color blindness, people who have motor disabilities, neurodivergent people, people who have communication, cognitive processing, developmental or learning disabilities and people who use assistive technology for communication. Recipient is responsible for costs related to language access and communication supports, unless these costs are specifically negotiated and included in Exhibit A, Part 2, "Disbursement and Invoicing" of this Agreement.
- c.** Recipient shall collect and report to the OHA Agreement Administrator quarterly data on the number of clients with language and modification needs, served under this Agreement, languages and modifications required, methods of service (e.g., qualified interpreters, qualified bilingual staff, etc.) and service modalities (e.g., in-person, video remote interpretation, etc.).
- d.** Recipient shall ensure the following communication supports for all programs, services, and activities are provided through this Agreement:
 - (1) Public meeting and event notices, surveys, websites, and publicly available documents shall contain an access statement that Recipient provides assistance to people who speak or read languages other than English and that this assistance is free of

charge, as well as at least two ways (email address and phone number) to contact someone to request the assistance.

- (2) Display a notice of nondiscrimination in English and a notice of the availability of language access services in English and the 15 most common languages spoken by people with limited English proficiency in Oregon, in Recipient's public areas and on Recipient's main website.
- (3) Provide a notice of nondiscrimination and a notice of the availability of language access services annually and upon request, as well as in certain specified communications.
- (4) Cooperate with reviews for compliance with requirements related to language access and communication supports discussed in this Agreement.
- (5) When communicating with individuals, make available appropriate, free, timely, and responsive services. For purposes of this provision, "timely" means at a time and place that avoids the effective denial of the service, benefit, or right at issue or the imposition of an undue burden or delay in important rights, benefits, or services to the person. Individuals must be provided any, or a combination of, the following services that can meet their communication needs, including but not limited to:
 - (a) Alternate formats for print disabilities: including but not limited to, large print, braille, audio format, email, and HTML format on websites.
 - (b) Communication Access Real-time Translation (CART): a service similar to court reporting in which a transcriber types what is being said at a meeting or event into a computer that projects the words onto a screen. This service can be provided on-site or remotely.
 - (c) Oregon certified or qualified health care interpreter for health care services: an individual who has been approved and certified or qualified by OHA under ORS 413.558.
 - (d) Qualified bilingual or multilingual staff: employees who have demonstrated that they are: (1) proficient in speaking and understanding both spoken English and at least one other spoken language, including any necessary specialized vocabulary, terminology, and phraseology; and (2) able to effectively, accurately, and impartially communicate directly

with individuals with limited English proficiency in their primary language.

- (e) Qualified interpreter for people with limited English proficiency: an interpreter who via a remote interpreting service or an on-site appearance: (1) Has demonstrated proficiency in speaking and understanding both spoken English and at least one other spoken language (qualified interpreters for relay interpretation must demonstrate proficiency in two non-English spoken languages); (2) Is able to interpret effectively, accurately, and impartially to and from such language(s) and English (or between two non-English languages for relay interpretation), using any necessary specialized vocabulary or terms without changes, omissions, or additions and while preserving the tone, sentiment, and emotional level of the original oral statement; and (3) Adheres to generally accepted interpreter ethics principles, including client confidentiality.
- (f) Qualified interpreters for people with disabilities: an interpreter who, via a video remote interpreting service (VRI) or an on-site appearance: (1) Has demonstrated proficiency in communicating in, and understanding: (i) Both English and a non-English language (including American Sign Language or other sign languages); or (ii) Another communication modality (such as cued-language transliteration or oral transliteration); (2) Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary or terms without changes, omissions, or additions and while reserving the tone, sentiment, and emotional level of the original statement; (3) Adheres to generally accepted interpreter ethics principles including client confidentiality; and (4) Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators.
- (g) Reasonable modification: a change in a policy, practice, or procedure that is done to offer equal access and equal opportunity to a person with a disability.
- (h) Relay interpretation: interpreting from one language to another through an intermediate language. This mode of interpretation is often used for monolingual speakers of

languages of limited diffusion, including select indigenous languages. In relay interpreting, the first interpreter listens to the speaker and renders the message into the intermediate language. The second interpreter receives the message in the intermediate language and interprets it into a third language for the speaker who speaks neither the first nor the second language.

- (i) Translations: the conversion of a written language from one language to a different language in writing. Ensure information is translated accurately and include a clear note that English is the authoritative version of all federal and state information.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement is 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 (each, an, "Action") between OHA or any other agency or department of the State of Oregon and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT. However, if an Action 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 may this Section be construed as (a) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Action, or (b) consent by the State of Oregon to the jurisdiction of any court.
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.
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. **Representations and Warranties of Recipient.** Recipient represents and warrants that:
 - a. **Validity.** Recipient is duly organized and validly existing, is authorized to do business in Oregon, and has the power and authority to transact the

business in which it is engaged and to enter into and perform this Agreement.

- b. Authority; No Impairment.** The making and performance of this Agreement by Recipient has been duly authorized by all necessary actions of Recipient; does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organizing documents or authorizing statutes; and does not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties is bound or affected and does not and will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c. Enforceability.** This Agreement, when executed and delivered, is a valid and binding obligation of Recipient enforceable in accordance with its terms.
- d. Full Disclosure.** Recipient has disclosed in writing to OHA all facts that may adversely affect this Agreement, or the ability of Recipient to perform any obligation required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant Funds or this Agreement. The information contained in this Agreement is true and accurate in all respects.
- e. Pending Litigation.** Recipient has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.
- f. No Defaults.**

 - (1) No Default (as defined in Section 10., "Default; Remedies; Termination." of this Exhibit B exists or occurs upon authorization, execution or delivery of this Agreement.
 - (2) Recipient has not violated and has not received notice of any claimed default or violation of any other agreement with OHA or any other agency of the State of Oregon.

- g. Governmental Consent.** Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement.
- 5. Limitation of Liability.** Recipient acknowledges and agrees that in no event are OHA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.
- 6. 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 acknowledges and agrees that OHA's disbursement of Grant Funds under 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 disburse the Grant Funds to Recipient as set forth in this Agreement.
 - b.** 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.
- 7. Prohibition on Supplanting.** The Grant Funds may not supplant or replace other funds that have been provided for the same purpose. Recipient shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

- 8. Recovery of Unexpended Grant Funds.** Any funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OHA. Recipient shall return all Unexpended Funds to OHA within 14 calendar days after the earlier of termination or expiration of this Agreement.
- 9. Indemnity.** Recipient shall defend, save, hold harmless, and indemnify the state of Oregon and OHA and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees (each, a “Claim”), resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, subcontractors, or agents under this Agreement. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend a Claim in the name of the state of Oregon or any agency of the state of Oregon, nor purport to act as legal representative for the state of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the state of Oregon or any agency of the state of Oregon without the approval of the Oregon Attorney General. If the state of Oregon or any agency of the state of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the state of Oregon or any agency of the state of Oregon, including but not limited to any fees charged by the Oregon Department of Justice.
- 10. Default; Remedies; Termination.**
- a. Default.**
- (1) Default by Recipient. Recipient will be in default (each, a “Default”) under this Agreement if:
- (a) 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;
 - (b) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement;
 - (c) Recipient fails to use Grant Funds exclusively for the Grant Activities in accordance with the terms of this Agreement;
 - (d) Recipient fails to return Unexpended Funds in accordance with this Agreement;

- (e) Recipient makes any false or misleading representation in this Agreement or in any document provided by Recipient to OHA related to the Grant Funds or this Agreement; or
 - (f) Recipient fails to perform any covenant, warranty, obligation or agreement under this Agreement, and that failure continues for a period of 14 calendar days after written notice specifying such failure is given to Recipient by OHA, or such longer period as OHA may agree to in writing, if OHA determines Recipient has instituted and is diligently pursuing corrective action.
- (2) Default by OHA. OHA will be in default under this Agreement if OHA commits any material breach of its obligations under this Agreement, and such breach is not cured within thirty (30) calendar days after Recipient's notice or such longer period as Recipient may specify in such notice (each, an "OHA Default").

b. Remedies.

- (1) OHA's Remedies for Recipient's Default. In the event Recipient is in Default, 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:
- (a) termination of this Agreement as set forth herein;
 - (b) barring Recipient from receiving future grants;
 - (c) withholding all or part of the Grant Funds not yet disbursed by OHA to Recipient under this Agreement;
 - (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; and
 - (e) requiring repayment upon demand from OHA of all or a portion of the Grant Funds, OHA's costs of exercising its remedies under this Agreement, and interest, if any, on all or any portion of the Grant Funds required to be returned.

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.

- (2) Recipient's Remedies for OHA's Default. In the event of an OHA Default and whether or not Recipient elects to exercise its right to terminate this Agreement, Recipient's sole remedy will be a claim for due but unpaid Grant Funds authorized by this Agreement. In no

event will OHA be liable to Recipient for any expenses related to termination of this Agreement, or for anticipated profits or loss, or for consequential or punitive damages.

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from activities under this Agreement.
- (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.
- (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 there is an OHA Default.
- (4) Mutual Termination. This 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) 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 OHA expressly directs otherwise.

11. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.
12. **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.
13. **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.
14. **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.

- 15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the project supported by this Agreement without OHA's prior written consent. In the event that OHA consents in writing, Recipient shall ensure that all such contracts and subcontracts comply with the terms and conditions of this Agreement, including containing a provision to that effect therein. OHA's consent to any subcontract does not relieve Recipient of any of its duties or obligations under this Agreement.
- 14. **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.
- 15. **Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section, Governing Law, Consent to Jurisdiction; Compliance with Law; Independent Parties; Conflict of Interest; Representations and Warranties of Recipient; Limitation of Liability; Grant Funds; Disbursements (but only with respect to obligations accruing prior to termination); Recovery of Unexpended Grant Funds; Indemnity; Default; Remedies; Termination (as applicable to post-termination rights); Insurance; Records Maintenance, Access; Information Privacy/Security/Access; Assignment of Agreement, Successors in Interest; Subcontracts; No Third Party Beneficiaries; Severability; and Notice.
- 16. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be unlawful or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 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, fax, email, 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 email shall be deemed received and effective five days after the date of emailing. Any communication or notice delivered by fax 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, or on the next business day if transmission was outside normal business hours, of Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by fax 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

18. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.
19. **Merger; Waiver.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No modification or amendment of this Agreement will bind either party unless in writing and signed by the parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

EXHIBIT C

Insurance Requirements

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Recipient shall provide Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Regarding Additional Insured status under the General Liability policy, OHA requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on, or at least as

broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency 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 Agency 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:

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

If PHYSICAL ABUSE AND MOLESTATION INSURANCE is required, then refer to that coverage requirement for separate Continuous Claims Made Coverage that applies.

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 affecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT D

Federal Terms and Conditions

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

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

Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
4. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to

the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

6. Audits.

- a.** Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If Recipient expends \$1,000,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$1,000,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

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

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

9. Medicaid Services. Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).
- f. Disclosures.**
 - (1) 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person

with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- (2) Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- (3) 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- (4) As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- (5) Recipient shall make the disclosures required by this Section 9.f. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

10. Agency-based Voter Registration. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

11. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal

requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

12. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and

Recipient shall also include these contract provisions in its contracts with non-Federal entities.

- d. Mandatory disclosures.** 2 CFR § 200.113 requires Recipient to promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipient is also required, when applicable, to report matters related to integrity and performance in accordance with Appendix XII of 2 CFR Part 200. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (See also 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

- 13. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.