



Grant Agreement Number 177276

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

**Yamhill County
412 NE Ford St.
McMinnville, OR 97128
Attention: Christina Malae
Telephone: (503) 434-7523 ext. 4714
E-mail address: malaec@co.yamhill.or.us**

hereinafter referred to as "Recipient."

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

**OHA – Public Health
Maternal and Child Health/Home Visiting Program
800 NE Oregon Street, Suite 825
Portland, OR 97232
Agreement Administrator: Benjamin Hazelton or delegate
Telephone: (971) 269-9069
E-mail address: benjamin.hazelton@state.or.us**

BO 23-05

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **September 30, 2022**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 29, 2024**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

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

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

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

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$426,400.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

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

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement 93.870

5. **Recipient Data and Certification.**

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Street address: 535 NE 5th St.

City, state, zip code: McMinnville, OR 97128

Email address: morenom@co.yamhill.or.us

Telephone: (503)474-4911 **Facsimile:** (503)434-7553

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

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 **Expiration Date:** 7/01/23

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

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

Attachment G
Scope of Services
Family Well-Being Council

The Family Well-Being Council works together to develop, implement and track system improvements and investments in evidence-based child and family prevention work. Services include:

- Facilitate the Family Well-Being Council Meetings
- Develop and implement the Family Well-Being workplan
- Track and monitor process and outcome goals in the Family Well-Being Council workplan

EXHIBIT A

Part 1 Program Description

1. Program Description and Purpose

The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program is authorized by the Social Security Act, Title V, § 511(c)(42 U.S.C. § 711 (c)), as amended by the Bipartisan Budget Act of 2018 (P.L. 115-123). The purpose of this program is to support the delivery of coordinated and comprehensive, high-quality and voluntary early childhood home visiting services to eligible families.

The OHA's Maternal & Child Health section (MCH) is the Awardee of these federal home visiting funds and administers MIECHV Program activities for Oregon.

The purpose of this Agreement is to support the delivery of 50 family slots of Nurse-Family Partnership (NFP), an evidence-based home visiting model, using federal home visiting grant funds.

2. Services to be provided

The work to be provided by the Subrecipient shall be consistent with P.L. 115-123, Title VI, Subtitle A, any regulations or requirements issued by the US Department of Health and Human Services, and the grant award to OHA from the US Department of Health and Human Services, which will be made available to the Subrecipient upon request. In accordance with Exhibit B, section 14, the Subrecipient may sub-contract with entities they deem qualified to provide the services of this Agreement and will consult with the state Grant Administrator (Project Director) as needed to assure compliance with the grant and fidelity to the models implemented. The Subrecipient will be held accountable for all work under this Agreement as if the Subrecipient performed the work themselves.

The Subrecipient as the Local Implementing Agency (LIA) will directly, or through a subcontractor:

- a. guarantee reasonable staffing with highly qualified home visiting professionals for the model(s) contracted
- b. work with OHA and the national model developer(s) to secure curriculum and training in the model(s) delivered
- c. demonstrate high-quality supervision of MIECHV funded home visiting professionals, including the provision of reflective supervision
- d. assure fidelity to the contracted evidence-based home visiting model(s) including:
 - (1) evidence of approval from the model authority
 - (2) demonstrated compliance with model required training and best practices
 - (3) sustaining home visit rates established by the model(s), including frequency and completion rates

- e. comport with the MIECHV Enrollment Protocols that:
 - (1) prioritize enrollment of program participants for eligible families as defined in the legislation which include:
 - (a) families that are low income
 - (b) families that include pregnant women who have not yet attained the age of 21
 - (c) families with a history of child abuse and neglect or have had interactions with child welfare services
 - (d) families with a history of substance abuse or who are in need of substance abuse services
 - (e) families who have users of tobacco products and who use those products in the home
 - (f) families that are or have children with low student achievement
 - (g) families with children with developmental delays or disabilities, and
 - (h) families that include current or prior service in the Armed Forces
 - (2) prohibit enrollment of program participants in more than one home visiting service
 - (3) require maintenance of 85% or better of contracted enrollment capacity
 - (4) define procedures for distinct populations
- f. collaborate with OHA and model developers to encourage retention of participants in high-quality, voluntary home visiting services
- g. collect required data on program participants and enter it into the state designated data system within 14 days of the encounter
- h. make reasonable efforts to collect additional data and/or participate in research or evaluation activities when requested
- i. retain participant records in compliance with applicable state and federal rule and law
- j. take necessary steps to maintain program participant confidentiality and obtain necessary written permissions or agreements for data analysis and reporting to the federal program
- k. Sustain or improve performance as measured by the performance measurement data.
- l. Participate in Continuous Quality Improvement (CQI) activities to improve performance measures and family experience including:
 - (1) participation in state sponsored CQI training, meetings and Communities of Practice
 - (2) plan implement, assess and report on local CQI activities

- m. If not also the Local Coordinating Agency (LCA), coordinate with the LCA that is responsible for the alignment and integration of a home visiting network of services in the local, early childhood comprehensive system including:
 - (1) effective communication among all home visiting service providers including but not limited to providers receiving these grant funds
 - (2) facilitation of regular meetings among home visiting service providers, stakeholders and key partners to develop, monitor and engage in continuous improvement activities to align and integrate home visiting services within the comprehensive early childhood system
 - (3) facilitating a coordinated entry into home visiting services among community providers that assures a family focused/family centered process for:
 - (a) recruitment and matching of eligible families with available providers in the community.
 - (b) assuring program participants are not enrolled in more than one home visiting service in the community.
 - (4) coordination of home visiting with other community resources and touchpoints for pregnant people and families with young children (health, mental health, substance abuse treatment, self-sufficiency, childcare, education and other social and health services and supports)
 - (5) alignment of activities designed to achieve home visiting, early learning and healthcare metrics
 - (6) increasing the inclusion of parent partners in the delivery and governance of home visiting services in the community
- n. comply with Subrecipient monitoring activities including:
 - (1) providing the names and contact information for all staff charged to the grant and providing timely updates regarding changes in staff
 - (2) program reporting as described in the Oregon MIECHV Subrecipient Monitoring Protocols
 - (3) remote or on-site reviews
 - (4) submission of a budget justification to breakout the line item amounts of the annual award that includes, in addition to expenses related to delivery of the home visiting model(s) travel for up to five LIA staff to attend a two-day meeting in the Portland area
 - (5) request Project Director approval for budget changes that affect 25% or more of the LIA's annual award
 - (6) compliance with applicable requirements outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements at 45 CFR Part 75

- o. supporting MCH's equity policy by maintaining a welcoming and trauma-informed work environment that reflects and supports the racial and ethnic diversity of their community and promotes racial equity including:
 - (1) using culturally responsive and accessible communication methods
 - (2) recruiting, employing, supporting and retaining racially diverse and culturally responsive staff
 - (3) creating and encouraging a culture of shared learning and growth toward continuously developing skills to address structural racism, implicit and explicit bias and systems of oppression
 - (4) engaging in reflective activities to identify racial inequities in their work and implementing improvement plans to address them
 - (5) creating mechanisms for ongoing feedback from communities of color to ensure continuous inclusion and improvement

- p. participate in other activities that may be required for receipt of grant funding

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Subject to Exhibit B, “Standard Terms and Conditions,” Section 4, “Grant Funds; Payments,” OHA will make payments to Subrecipient, subject to the following:
 - (1) OHA will not make payments for costs that are not directly related to the operation of the Program under this Agreement.
 - (2) Payments are subject to requirements, restrictions and procedures as specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - (3) OHA will not make payment for the delivery or costs of direct medical dental, mental health or legal services; however, some limited direct services may be provided by the home visitor to the extent required in fidelity to an evidence-based model.

2. OHA will reimburse Subrecipient for Program expenses as described in Exhibit A, Part 1, Program Description. Financial Reports are due either monthly or quarterly. OHA will approve Subrecipient’s Program budget and billing schedule before expense reimbursements are made. Payments are subject to OHA review and approval of Financial Reports for the prior period. Financial Reports, including detailed expenses, are due to OHA no later than forty-five (45) days following the end of the subject period and should include detail of the expenses to be reimbursed. All supporting documentation of Program expenses must be maintained by Subrecipient and made available to OHA upon request. Subrecipient shall revise and resubmit Financial Reports to OHA’s satisfaction. OHA will reimburse allowable Program expenses for the subject period.

3. Funds are allocated as follows:

- a. For the budget period of September 30, 2022 to September 29, 2023, the budget will be \$213,200.

County	Model	Org	Total
Yamhill	NFP	Yamhill County	\$213,200

- b. For the budget period of September 30, 2023 to September 29, 2024, the budget will be \$213,200.

County	Model	Org	Total
Yamhill	NFP	Yamhill County	\$213,200

- c. Funds from the first budget period (9/30/2022 to 9/29/2023) that are not obligated as of 9/29/2023 cannot be carried forward into the second budget period (9/30/2023 to 9/29/2024) and are unavailable to Subrecipient.

4. It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of OHA's responsibilities. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the OHA. The travel must comply with all the requirements set forth in this section and must be for the work outlined in this agreement only. Personal expenses shall not be authorized at any time.

All travel expenses are included as part of the maximum compensation limit identified in Section 3, above.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

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

2. Compliance with Law.

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

3. Independent Parties.

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

4. Grant Funds; Payments.

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

procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

