

FDP Fixed Amount Subaward

Federal Awarding Agency: Other PHS [Type in Agency] HRSA via OHA

Pass-Through Entity (PTE): Oregon Health & Science University **Subrecipient:** Yamhill County

PTE PI: Benjamin Hoffman Sub PI: Lindsey Butler

PTE Federal Award No: 184038 Subaward No: 1029202_YAMHILL

Project Title: Title V FY2024-2029 "Maternal and Child Health Services Block Grant"

Subaward Budget Period:
Start: 10/01/2024 End: 09/30/2025 Amount Funded This Action (USD): \$ 30,312.00

Estimated Period of Performance:
Start: 10/01/2024 End: 09/30/2029 Incrementally Estimated Total (USD): \$ 30,312.00

Terms and Conditions

1. PTE hereby awards a fixed amount Subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed and milestone payment amount, Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the appropriate party's Financial Contact, shown in Attachment 3A.
3. A final invoice, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
4. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with the Awarding Agency requirements. PTE notice shall be directed to the PTE's Administrative Contact and the Subrecipient's notice directed to the Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 80%;"> Name: Annie Horne Title: Pre Award Manager, Office of Proposal & Award Mgmt </div> <div style="width: 15%; text-align: center;"> Date: </div> </div>	By an Authorized Official of Subrecipient: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 80%;"> Name: Kit Johnston Title: Chair, Board of Commissioners </div> <div style="width: 15%; text-align: center;"> Date: 4/14/2025 </div> </div>
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Approved by the BOC on: 04/10/2025
via Board Order No.: 25-102

Attachment 1
Certifications and Assurances

Subaward Number:

1029202_YAMHILL

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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 shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Board Order No.: 25-102

Attachment 2
Federal Award Terms and Conditions

Subaward Number
1029202_YAMHILL

Required Data Elements

The data elements required by Uniform Guidance are incorporated **in the attached Federal Award.**

This Subaward Is:

- Research & Development Subject to FFATA

Awarding Agency Institute (If Applicable)

DHHS/Health Resources and Services Administration (HRSA) via Oregon Health Authority (OHA)		
Federal Award Issue Date	FAIN	Assistance Listing No.
10/01/24	B0452948	93.994
Assistance Listing Program Title (ALPT)		
Maternal and Child Health Services		
Key Personnel Per NOA		
Ben Hoffman		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

- To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>
- 2 CFR 200 and 45 CFR Part 75.
- The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>
- Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96> except for the following :
 - No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the **Principal Investigator** Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- Treatment of program income: **Additive**

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.
No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, **Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 42 CFR Part 50 Subpart F**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

Applicable terms and conditions of the PTE Award, Attachment 6, are hereby incorporated as a part of this Agreement.

Additional Terms, Continued

Subrecipient agrees that any non-exempt human and/or vertebrate animal research conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current approvals for all periods of the Subaward involving human and/or vertebrate animal research.

Subrecipient certifies that the appropriate IRB and/or IACUC are legally constituted and operate in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved research protocol that is entirely consistent with the Project associated with this Subaward.

In no event shall Subrecipient submit an invoice or be reimbursed for any expenses incurred for humans or vertebrate animals during a period of non-compliance or when IRB/IACUC approvals are not in place.

Each party acknowledges that for any vertebrate animal research conducted under this Subaward, both institutions are independent programs of animal care and use, qualified to perform animal care and use activities under federal and state requirements. The parties further acknowledge that each institution is responsible for animals housed and maintained at their respective facility, regardless of source of funding or ownership of the animals. The parties agree to maintain separate accreditation with AAALAC, I., a separate registration with the United States Department of Agriculture (USDA), and a separate Public Health Service (PHS) Assurance Statement and registration with the Office of Laboratory Animal Welfare (OLAW), at the National Institutes of Health (NIH).

Subrecipient is responsible for informing the Pass-Through Entity (PTE), OLAW, and any other appropriate regulatory or funding agency of any serious or continuing noncompliance, or any serious deviation from the standards of the Guide for the Care and Use of Laboratory Animals (Guide) or the Animal Welfare Act & Regulations, and/or the IACUC's suspension of animal work associated with this subaward.

Each party will make available upon request to the other Party, minutes of the meetings of the appropriate IACUC where animals are housed, relevant to the protocol, and other regulatory information concerning the procedures or activities relating to the protocol.

Each Party shall provide adequate and appropriate veterinary care for animal subjects in accordance with the AWA (Title 9 Code of Federal Register, Part 2, Subpart C, Section 2.33) and the Guide.

Each Party assumes responsibility for day-to-day decisions and oversight regarding care and use of the animals, including the provisions of husbandry, and pain management, during the time they are housed and maintained at their respective site.

When relevant to the scope of work, Parties agrees to coordinate legal, safe, and secure transport of animals. The Party shipping the animals will be responsible for utilizing an appropriate and qualified carrier for transport of the animals to the receiving Party. Responsibility for the care and well-being of transported animals is assumed by the receiving Party upon signed receipt of the animal shipment.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

1029202_YAMHILL

PTE Information

Entity Name: Oregon Health & Science University

Legal Address: Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Website: <http://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm>

PTE Contacts

Central Email: spasub@ohsu.edu

Principal Investigator Name: Benjamin Hoffman

Email: hoffmanb@ohsu.edu Telephone Number: 503.494.7784

Administrative Contact Name: Subout Grants & Contracts Administrator

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

COI Contact email (if different to above): coir@ohsu.edu

Financial Contact Name: Subout Invoice Coordinator

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

Email invoices? Yes No Invoice email (if different): spasub@ohsu.edu

Authorized Official Name: Pre Award Manager, OPAM

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

PI Address:

3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

Administrative Address:

Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Invoice Address:

Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
1029202_YAMHILL

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: Yamhill County
EIN No.: 93-6002318 Institution Type: County Government
UEI / DUNS: C3Y2E1SWLNS3 Currently registered in SAM.gov: Yes No
Parent UEI / DUNS: N/A Exempt from reporting executive compensation: Yes No
(if no, complete 3B pg2)

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:
310 NE Kirby Street, McMinnville OR 97128

U.S. Entities only (insert information for Place of Performance):

Congressional District: 6th Zip Code+4: 97128-3923 [Zip Code Look-up](#)

Subrecipient Contacts

Central Email:
Website:

Principal Investigator Name: Lindsey Butler
Email: butlerl@yamhillcounty.gov Telephone Number: 503-434-7414

Administrative Contact Name: Brittany Stanhope
Email: stanhopeb@yamhillcounty.gov Telephone Number: 503-474-6317

Financial Contact Name: Layne Pendleton-Baker
Email: pendleton-bakerl@yamhillcounty.gov Telephone Number: 503-474-5030 (Ext. 6124)

Invoice Email:

Authorized Official Name: Lindsey Manfrin
Email: manfrinl@yamhillcounty.gov Telephone Number: 503-434-7525 (Ext. 4719)

Legal Address:

535 NE 5th Street
McMinnville, OR 97128

Administrative Address:

638 NE Davis Street
McMinnville, OR 97128

Payment Address:

535 NE 5th Street
McMinnville, OR 97128

Board Order No.: 25-102

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
1029202_YAMHILL

Subrecipient:

Institution Name: Yamhill County

PI Name: Lindsey Butler

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

1029202_YAMHILL

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover is not applicable for fixed amount Subawards

Other Reports:

- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted days after the end of the Project Period to the PTE's .
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
 A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Pass-through Entity prefers to receive invoices quarterly and requires a final invoice for each budget period which must be received no later than 60 days after the end of each subaward budget period and be clearly marked "FINAL."

Board Order No.: 25-102

Attachment 5
Statement of Work, Indirects, & Payment Schedule

Subaward Number:

1029202_YAMHILL

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget & Milestone Information

Indirect Information

Indirect Cost Rate (IDC) Applied: % Rate Type:

Milestone Details

Below Attached, pages

Attachment A-I

Oregon Center for Children and Youth with Special Health Needs

Introduction

2021-2025 Oregon Title V CYSHCN - National Priorities:

- Medical Home
- Health Care Transition

2021-2025 Oregon Title V CYSHCN - State Priorities:

- Culturally and Linguistically Appropriate Services (CLAS)
- Social Determinants of Health and Equity
- Toxic Stress, Trauma, ACES, and Resilience

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally (McPherson, et al., 1998, p. 138).”

Subcontractors are local public health authorities (LPHAs) who agree to:

- adhere to the scopes of work.
- complete services for CYSCHN and their parent/caregiver (if applicable) as described in this contract.
- submit all required deliverables as outlined in Attachment E.

Attachment A-II

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: CaCoon

CaCoon is a relationship and strength-based public health nurse (PHN) home visiting program. CaCoon home visitors partner with families with children and/or youth with disabilities or unique health care needs. They support them to access and coordinate quality health care and the community supports they have a right to.

GOALS

- Improve the health and well-being of children and youth with special health care needs (CYSHCN) and their families through public health home visiting.
- Increase families' knowledge, skills and confidence to care for their CYSCHN.
- Partner with families to coordinate care and services for their CYSCHN.

ELIGIBILITY

The Maternal and Child Health Bureau (MCHB) defines children and youth with special health care needs (CYSHCN) as "children who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions. They also require health and related services of a type or amount beyond that required by children generally."

CaCoon program services are available to:

- Any child, birth through 20 years of age (up to their 21st birthday), who fits the above definition and has a diagnosis detailed in Targeted Case Management (TCM) [OAR 410-138-0040](#) "Diagnosis" column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning "Other chronic conditions not listed."
- A parent (primary caregiver) of an enrolled child or youth may also be enrolled in the CaCoon program (See TCM [OAR 410-138-0020](#)).
- Children and their families are seen without regard to economic status.

RESPONSIBILITIES

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (CaCoon Lead) to serve as the principal point of contact with OCCYSHN.

Subcontractors adhere to the standards detailed in the [Babies First!/CaCoon Manual](#) and the **CaCoon Standards** (Attachment C). To meet contract requirements, the **CaCoon Accountability Report** must be submitted after the end of the fiscal year. Please see Attachment E for details and the full list of deliverables.

Attachment A-III

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: Shared Care Planning (SCP)
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GOALS

- Improve the health and well-being of CYSHCN through family-centered shared care plans.
- Improve communication and mutual accountability between families of CYSCHN and health and service providers.
- Increase the effectiveness and efficiency of health systems through cross-sector collaboration for CYSHCN.

RESPONSIBILITIES

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (Shared Care Planning Lead) to serve as the principal point of contact with OCCYSHN.

Subcontractors must adhere to the [Shared Care Planning Handbook](#) and the [Shared Care Planning Evaluation and Data Collection Procedures](#).

Subcontractors will develop and monitor the contracted number of shared care plans as outlined in Attachment D. To meet contract requirements for payment, a **Shared Care Plan Information Form (SIF)** must be submitted for every SCP initiated or re-evaluated and the **Shared Care Planning Year-End Report** must be submitted as outlined in the [Shared Care Planning Evaluation and Data Collection Procedures](#). Please see Attachment E for details and the full list of deliverables.

Attachment B

Oregon Center for Children and Youth with Special Health Needs

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service (other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

All funds must be spent in accordance with Title V guidance, OCCYSHN program guidance and Federal Uniform guidance.

Attachment C - OCCYSHN - CaCoon Standards

**Oregon Center for Children and Youth with Special Health Needs
CaCoon (CARE COordination) Program**

Mission: The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

Vision: All of Oregon’s children and youth with special health care needs (CYSHCN) are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

Population of Focus – Children and Youth with Special Health Care Needs (CYSHCN): The federal Maternal and Child Health Bureau defines children with special health needs as “those who have or are at increased risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.” (McPherson M., Arango P., Fox H., et al. “A new definition of children with special health care needs”, Pediatrics,1998;102:137-140.)

CaCoon Program

CaCoon is a statewide public health program that provides community-based care coordination through registered nurse home visiting for families with CYSHCN.

CaCoon Program Eligibility

- **Child Age Eligibility:** CaCoon serves children and youth age’s birth through age 20 (up to their 21st birthday).
- **Child Diagnostic Eligibility:** Diagnostic eligibility is detailed in Targeted Case Management (TCM) [OAR 410-138-0040](#) “Diagnosis” column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning “Other chronic conditions not listed”.
- **Parent/Caregiver Eligibility- Effective 5/1/2022:** CaCoon services may also be offered to a parent (primary caregiver) of the child or youth enrolled in the CaCoon Program. Eligibility is detailed in TCM OAR 410-138-0040 in Table 1(“Parent of eligible child”). ([See State Plan Amendment, Parental Eligibility Criteria](#))
- **Financial Eligibility:** CaCoon is open to all regardless of insurance status or family income.

CaCoon Standards

1. Establish and maintain a triage system that prioritizes CaCoon services for the most vulnerable children and youth with special health care needs.
2. In situations where home visiting services are unavailable for a referred individual, at a minimum:
 - Ensure the client/family has access to a [primary care medical home](#).

Attachment C - OCCYSHN - CaCoon Standards

- Notify the referral source that CaCoon services will not be provided, and provide rationale for denial.
3. Contact with family is initiated preferably within three (3) business days (up to ten (10) business days, if needed) of receiving the referral.
 4. Collaborate with the client's broader care team* to assess the following:
 - Client/family's strengths, needs, and goals.
 - Client/family's health literacy status, and related health-related learning needs.
 - Client's functional status and limitations and ability for activities of daily living, and participating in school and recreation.
 - Ensure appropriate screening and referral regarding physical, developmental, mental and behavioral health, and oral health as per [American Academy of Pediatrics Bright Futures guidelines](#), in coordination with primary and subspecialty health care providers.
 - Access to primary and needed subspecialty health care providers, therapies and social supports.
 - Access to supportive medical and/or adaptive equipment and supplies, e.g. suction machine, wheelchair, medications, formula, and feeding tube.
 - Screening regarding Social Determinants of Health as per [American Academy of Pediatrics Bright Futures guidelines](#).
 - Client/family's emergency and disaster preparedness planning.
 - For youth aged 12 years and older, assess youth and family preparedness for transition to adult health care, education, work, and independence.
 - Client/family's satisfaction regarding services they receive.
 5. In partnership with the client/family and the broader care team*, nurses serving CaCoon clients will develop a nursing plan of care which:
 - Addresses identified needs.
 - Includes goals, progress notes, and plans for discharge from CaCoon services.
 - Addresses access to appropriate care, services and resources.
 - Demonstrates evidence of effective cross-systems care coordination, including:
 - Timely and appropriate referral to needed services and community resources.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Timely and informative updates that are shared with appropriate members of the broader care team*, including the primary care provider and the family.
 - Demonstrates evidence of client/family-centeredness, including:
 - Strategies to increase the client/family's health literacy capacity (e.g. how to obtain, process, and understand health information to facilitate informed decision about health care).
 - Client/family partnership.

Attachment C - OCCYSHN - CaCoon Standards

- Interventions that increase the client/family's capacity to implement the nursing plan of care, e.g. caregiver support, teaching, and provision of anticipatory guidance.
 - Ensures cultural and linguistic sensitivity and responsiveness.
 - Provides for visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
 - Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but at least every six months.
6. Collect required data on client visits and enter it into the state designated data system (THEO) within ten (10) business days of visiting the client.
7. CaCoon staff and supervisor(s) actively participate in education that improves their CaCoon practice. They are required to:
- All new staff should complete the Babies First!/CaCoon Orientation Checklist and attend the Babies First!/CaCoon Orientation Web Series.
 - All CaCoon staff are encouraged to attend annual OCCYSHN Regional or State Meetings.
 - All CaCoon staff are encouraged to attend monthly OCCYSHN/OHA-hosted web-based learning opportunities.
8. Designate a CaCoon Lead. The CaCoon Lead has the skills and authority to lead the CaCoon program, assure accountability for contracted responsibilities, and to be the key point of contact with OCCYSHN. The CaCoon Lead submits the Annual CaCoon Accountability Report and the Shared Care Planning End-of-Year Report, if applicable.

**In addition to the primary care provider and the family, the broader health care team for CYSHCN may include:*

- ✓ *Child care and/or respite care*
- ✓ *Community Connections Network (CCN)*
- ✓ *Dentist/Orthodontist*
- ✓ *Department of Human Services – Child welfare*
- ✓ *Developmental Disabilities (DD) Services*
- ✓ *Durable medical equipment agency*
- ✓ *Early Intervention/ Early Childhood Special Education (EI/ECSE)*
- ✓ *Emergency medical services*
- ✓ *Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)*
- ✓ *Family to Family (F2F) or other family support organization*
- ✓ *Housing supports*
- ✓ *Medical specialists*
- ✓ *Mental health services*
- ✓ *Occupational therapy*
- ✓ *Pharmacy*

Attachment C - OCCYSHN - CaCoon Standards

- ✓ *Physical therapy*
- ✓ *School systems, including special education*
- ✓ *Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)*
- ✓ *Speech therapy*
- ✓ *Supplemental Security Income (SSI)*
- ✓ *Transportation supports*

Attachment E

Local Health Department (LHD) Deliverables Checklist: CaCoon and SCP

Done	Due Date/Prompt	Item	Subcontractor Responsibility
	After subcontract is fully executed	First Invoice	Subcontractor submits signed invoice to spasub@ohsu.edu after contract execution.
	By 11/5/25	CaCoon Accountability Report	Unique weblink to be sent to CaCoon Lead in September 2025. Lead completes report and submits via Qualtrics.
	Ongoing, due within 30 days of Shared Care Plan meeting, all due no later than 10/30/25	Shared Care Planning Information Forms (SIF)	Weblink provided via monthly email to Shared Care Planning Lead. Lead forwards weblink to staff convening SCP meetings so they may complete SIFs.
	By 11/5/25	Shared Care Planning Year-End Report	Unique weblink will be sent to Shared Care Planning Lead in September 2025. Lead completes report and submits via Qualtrics.
	9/30/25	FY25 Contract Period ends	
	By 11/15/25	Final Invoice with Certification of Completion	Final Invoice with Certification of Completion to be emailed to subcontractor in September 2025. Subcontractor submits signed final invoice to spasub@ohsu.edu . Must be labeled FINAL .
	By 11/15/25	Annual Expenditure Report	Annual Expenditure Report to be emailed to subcontractor in September 2025. Subcontractor submits the final accounting of sub award expenditures to spasub@ohsu.edu .

Attachment D

**Yamhill County Public Health Division
FY25 Activity Breakdown and Payment Schedule**

Yamhill County Public Health Division shall complete the following:

CaCoon Activities	SPOC Activities	Total Subcontract
\$8,926.00	\$21,386.00	\$30,312.00

For those participating in Share Care Planning (SCP):

With your Shared Care Planning (SCP) activities, you agree to complete the following number of SCP. See Attachment A-III (SCP scope of work) and Attachment E (Deliverables) for further details.

6	Total SPOC
\$3,564.33	Invoiceable Amount Per SCP

This subcontract will be paid in the following installments:

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU for CaCoon Activities as soon as subcontract is fully executed	\$8,114.55	\$811.45	\$8,926.00
LHD to invoice OHSU for SCP Activities at the end of the contract period. Amount invoiced will be based on the number of SCPs completed.	\$19,441.82	\$1,944.18	\$21,386.00
Total Funding	\$27,556.36	\$2,755.64	\$30,312.00

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.



Grant Agreement Number 184038

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

**Oregon Health and Science University
Institute on Development and Disability
c/o Office of Proposal & Award Management, L106OPAM
3181 SW Sam Jackson Park Road
Portland, OR 97239
Attention: Ben Hoffman and Brittany Tagliaferro-Lucas
Telephone: 505-239-6814; 503-494-4507
E-mail address: hoffmanb@ohsu.edu; tagliafe@ohsu.edu**

hereinafter referred to as “**Recipient**.”

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

**Maternal & Child Health
800 NE Oregon Street, Suite 825
Portland, OR 97232
Agreement Administrator: Cate Wilcox or delegate
Telephone: 971-207-1689
E-mail address: cate.s.wilcox@oha.oregon.gov**

1. Effective Date and Duration. This Agreement shall 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, “Program Description” may start on **October 1, 2024**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2029**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.332(a)(1)

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, C, and E.

3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$2,000,000.00 for the first fiscal year. For each subsequent year, and assuming OHA receives additional federal funding, each additional year up to five years, will be an additional \$2,000,000.00 for a total of \$10,000,000.00. 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. Each federal fiscal year (FFY) beginning October 1 through September 30; the appropriation under this Agreement shall not exceed \$2,000,000.00.

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

0Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.994

5. Recipient Information and Certification.

(1) **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): Oregon Health & Science University

Street address: 3181 SW Sam Jackson Park Road

City, state, zip code: Portland, OR 97239-3098

Email address: orserv@ohsu.edu

Telephone: (503) 494-7784

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Saif

Policy #: 981218 **Expiration Date:** 07/01/2025

(2) **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) 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 this Agreement;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) 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;
- (4) 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>;
- (5) 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>;
- (6) 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.
- (7) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

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

Oregon Health and Science University

By:  Annie Horne, Pre-Award Manager
2025.01.15 12:01:36 -08'00'

Annie Horne
Printed Name

Authorized Signature

Pre Award Manager, OPAM

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

DocuSigned by:

D20A08F7E78C477...

Tim Noe

Authorized Signature

Printed Name

Center Administrator

1/16/2025

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Devon Thorson, Assistant Attorney General
Oregon Department of Justice

12/13/2024
Date

EXHIBIT A

Part 1 Program Description

- 1. Purpose.** The purpose of this Agreement is to ensure that funds appropriated by the federal Title V Maternal and Child Health Services Block Grant are used to improve the health of children and youth with special health care needs, as described in Section 501, Title V, Social Security Act (SSA) (42 U.S.C 701).

Children and Youth with Special Health Care Needs (CYSHCN) are those persons, under age 21, who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. Young adults with special health care needs, aged 21-26, may also be served by Title V programs, as permitted by state regulation.

2. Services to be Provided.

a. Recipient Duties and Responsibilities

- (1) Recipient is authorized by ORS 444.020 to administer programs and services for children with special health care needs. The Oregon Health and Science University may:
- (a) Accept, expend, and disburse all federal funds made available to this state for programs that serve children, youth, and young adults with disabilities and for the administration of programs and services for children youth and young adults with special health needs.
 - (b) Make such reports in such form and containing such information as are required by the federal government and comply with such provisions as are found necessary to ensure correctness and verification of such reports.

- b.** Oregon's Title V priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive the use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by Recipient must be aligned with the following:

- (a) Oregon's state-specific Title V priorities.
 - (b) National Title V priorities selected by Oregon, as defined across five population domains: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, and Children and Youth with Special Health Care Needs.
 - (c) Oregon's selected Title V National Performance Measures
 - (d) Oregon's evidence-based/informed strategies and measures.
- (2) In addition, Recipient will perform the following services and activities:
- (a) Conduct a 5-year needs assessment on the CYSHCN population in alignment with the 5-year Health Resources and Services Administration (HRSA) grant cycle.
 - (b) Carry out all activities related to Title V national priorities and performance measures for the CYSHCN population. Collaborate with and provide consultation to OHA on CYSHCN-related aspects of Title V priority work in other Title V domains.

- (c) Collaborate with local public health departments and other community-based service providers to ensure they are informed about and participate in care coordination, community outreach, and family-centered, culturally and linguistically appropriate services for CYSHCN.
 - (d) Ensure that public health personnel, payors, and other community-based service providers participate in interdisciplinary training for health professionals offered by Recipient.
 - (e) Develop and sustain opportunities for family involvement in decision making at all levels for their children and youth with special health care needs.
 - (f) Educate families to more effectively and actively participate in health care decision making for their child or children.
 - (g) Ensure that program activities, planning, assessment, and reporting align with federal Title V mandates governing children and youth with special health care needs (Section 505, Title V, Social Security Act (SSA)) (42 U.S.C.705); OMB 0195-01721; and the most current Federal Title V Block Grant guidance.).
- (3) Recipient shall earmark matching fund resources for Maternal, Child, and Adolescent Health (MCAH)/CYSHCN program services and activities at both the state and county program levels, at a minimum of three dollars of non-federal funds for every four dollars of federal MCAH Block Grant funds received from the Department. **The combined amount goes towards implementing the programmatic work.** Matching funds include patient fees, third-party insurance payments, county or state general funds used with CYSHCN program services, non-federal grants. Federal funds may not be used to meet the match requirement. (CFDA 93.994 (III.C.))
- (4) Recipient will ensure funds provided under this Agreement that are allocated to local agencies will be distributed according to a fair method (Section 505, Title V, Social Security Act (SSA), 42 U.S.C.705); and ensure facilitation among local jurisdictions and providers to develop, provide and promote family-centered, community-based, coordinated care and services for CYSHCN and their families.
- (5) Recipient shall assign a liaison to OHA for purposes of day-to-day administration of this Agreement.
- (6) Recipient shall comply with prohibitions of use of MCAH Block Grant funds as described in Section 504, Title V, SSA (42 U.S.C.704) for:
- (a) Inpatient services, other than for children with special health care needs or high-risk pregnant women and infants.
 - (b) Cash payment to intended recipients of services.
 - (c) Purchase or improvement of land, the purchase, construction, permanent improvement of any building or facility, or the purchase of major medical equipment.
 - (d) Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; Title V Block Grant funds may not be transferred to any other program; and
 - (e) Providing funds for research or training to any entity other than a public or nonprofit private entity.
- (7) Recipient is responsible for determining the appropriate means and manner of

performing the activities under this Agreement.

b. OHA Duties and Responsibilities

- (1) OHA has overall authority to administer the Title V Maternal and Child Health Services Block Grant for Oregon, pursuant to ORS 431.250 (federal grant authority). In carrying out these responsibilities, OHA will:
 - (a) Serve as the State Title V recipient to prepare and submit the required MCH Title V Block Grant application, needs assessments, and annual report (Section 505, Title V, SSA; 42 U.S.C. 705).
 - (b) Collaborate with Recipient to identify children and youth with special health care needs through shared planning, evaluation, and decision-making for program services and data system administration including:
 - i. Development, maintenance, and administration of a data systems to support home visiting programs.
 - ii. Providing data from home visiting data system on a quarterly basis to assure timeline data monitoring.
 - iii. Partnering in assessment and evaluation efforts to determine outcomes of public health home visiting programs.
 - (c) Provide oversight and responsibility for administering the Title V grant award funds, federal financial reporting and fiscal audit review.
 - (d) Coordinate and provide oversight for a statewide toll-free and information telephone line and website that includes referral to services and information available from Recipient.
 - (e) Assign a liaison in the OHA for purposes of day-to-day administration of this Agreement.

c. Shared Responsibilities of OHA and recipient

OHA and Recipient agree to cooperate and collaborate in compliance with Title V of the Social Security Act (42 U.S.C.701-709), to improve the health of mothers and children, and children, youth and young adults with special health care needs. In addition, OHA and Recipient agree to:

- (1) Make best efforts to jointly consult and cooperate on all grants submitted by either the OHA or Recipient for purposes of improving maternal, child, and adolescent health within Oregon. .
- (2) Collaborate and share costs for planning, evaluation, and ongoing maintenance of the public health home visiting program database system. This system is used by Recipient and OHA to collect and analyze data required for monitoring and evaluating effectiveness of MCH programs and policies and completing required federal reports for MCH Block Grant and other grants. OHA will submit an invoice to Recipient \$24,000 per fiscal year for proportionate costs associated with maintenance and utilization of the shared data system by CYSHCN program services.
- (3) OHA and Recipient will collaborate in planning and evaluation of statewide Title V objectives, performance measures and public policies: that identify and monitor high-risk infants and children with special health care needs; for primary and secondary prevention strategies to reduce infant mortality and preventable diseases and conditions leading to disability among children, youth, and young adults; and that identify the need for in-patient and long-term care services.

- (4) Meet on a quarterly basis, at a minimum, to address mutual concerns and monitor progress toward meeting mutual goals.

3. Reporting Requirements.

Recipient shall prepare and submit written fiscal reports as follows:

One written, 12-month expenditure report for each federal fiscal year (FFY) due by October 25 of each year during the term of this Agreement. The expenditure report must include reporting of funds from sources other than the OHA (fees, State general funds, third-party payments, Medicaid, and other non-federal grants, etc.) that are earmarked by Recipient to meet the minimum of three dollars for every four dollars of its MCAH Block Grant allocation. Recipient shall revise and resubmit reports to OHA satisfaction.

4. Federal Requirements

5. Both parties agree to comply with the applicable requirements of P.L. 97-35 and OMB circulars A-21 A-87, A-102, A-110 and A-133 in carrying out the provisions of this Agreement.

Administrative Cost Limit. Administrative Costs are limited to not more than 10 percent of the total MCAH Block Grant fund award. Administrative Costs are defined as indirect charges. OHA policy defines indirect costs as: “Costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs. These costs include, but are not limited to, costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.”

Pursuant to Public Law 100-93, the “Medicare and Medicaid Patient and Program Protection Act of 1987”, Recipient may not reimburse care providers who are sanctioned under P.L. 100-93 with MCAH Block Grant funds.

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

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

(1) Funding Appropriation Schedule.

Funding allocation for each FFY can be spent over a two-year period and according to the following schedule:

Fiscal Year	Funding Date Range	Not-to-Exceed Funding Amount	Funds to be spent by:
FFY25	10/1/2024 – 9/30/2025	\$2,000,000.00	9/30/2026
FFY 26	10/1/2025 – 9/30/2026	\$2,000,000.00	9/30/2027
FFY 27	10/1/2026 – 9/30/2027	\$2,000,000.00	9/30/2028
FFY 28	10/1/2027 – 9/30/2028	\$2,000,000.00	9/30/2029
FFY 29	10/1/2028 – 9/30/2029	\$2,000,000.00	9/30/2030

(2) Disbursement Schedule.

OHA will make quarterly disbursements each FFY to the Recipient upon receipt and acceptance of Recipient’s quarterly expenditure reports in the form of Attachment 1 below, according to the following schedule:

Quarter	Time frame	Percentage of Quarterly Funding	Date Expenditure Report Due By:
Quarter 1	October 1 – December 31	20%	January 31
Quarter 2	January 1 – March 31	20%	April 30
Quarter 3	April 1 – June 30	20%	July 31
Quarter 4	July 1 – September 30	40%	October 31

Attachment 1

Instructions for the Public Health Division Agreement Expenditure Report and Sub Agreement Detail Report
General Instructions:
Please complete the Expenditure Report tab of this spreadsheet. If the budget contains sub agreements, please complete the Sub Agreement Detail Report tabs (each tab will report on up to 3 sub agreements). Please contact your Public Health agreement administrator if there are questions on the frequency of reporting periods.
Most cells are locked for editing. This spreadsheet will be provided with all budget information pre-populated. The only cells to be completed are the reporting period dates, the Report Period Expenditures column (column D), the To-Date Total Expenditures column (column E), the To-Date In-Kind and Match Expenditures columns (columns H and I), and the contact information for the person completing the report.
For the Report Period Expenditures column (column D), please enter amounts that align with the reporting period entered at the top of the report.
For the To-Date Expenditures columns (columns E, H and I), please enter amounts that align with the beginning of the budget period through the end of the reporting period. (e.g. Budget Period is 01/01/18 to 12/31/18 and the reporting period is 04/01/18 to 06/30/18. To-Date amounts would be for the period 01/01/18 to 06/30/18.)
Please ensure subtotal calculations are correct.
Reporting Period:
Please enter the start and end date of the reporting period. Please enter dates in the format mm/dd/yy. This field will auto-populate on the Sub Agreement Details tabs based on what is entered into the Expenditure Report tab.
Salaries and Wages:
Please enter report period and budget period to-date expenditures applied to the agreement for personnel costs. Please enter amounts by individual position on the Expenditure Report tab; the report will total the amounts entered. Please enter total salaries and wages per sub agreement on the Sub Agreement Details tabs; do not separate by position. If applicable, please also enter budget period to-date in-kind or match expenditures (totals only).
Fringe Benefits:
Please enter report period and budget period to-date expenditures applied to the agreement for fringe benefits associated with personnel salaries and wages. If applicable, please also enter total budget period to-date in-kind or match expenditures.
Travel:
Please enter report period and budget period to-date expenditures applied to the agreement for travel. Please enter in-state and out-of-state amounts separately on the Expenditure Report tab; the report will total the amounts entered. Please enter total travel costs per sub agreement on the Sub Agreement Details tabs; do not separate in-state from out-of-state. If applicable, please also enter budget period to-date in-kind or match expenditures (totals only).
Equipment:
Please enter report period and budget period to-date expenditures applied to the agreement for all equipment (including items over \$5,000). If applicable, please also enter total budget period to-date in-kind or match expenditures.
Supplies:
Please enter report period and budget period to-date expenditures applied to the agreement for supplies (under \$5,000). If applicable, please also enter total budget period to-date in-kind or match expenditures.
Sub Agreement:
Please enter report period and budget period to-date expenditures applied to the agreement for sub agreements. If applicable, please also enter total budget period to-date in-kind or match expenditures.
Other:
Please enter report period and budget period to-date expenditures applied to the agreement for any other direct costs outlined in the budget. Please separate amounts by budget category on the Expenditure Report tab; the report will total the amounts entered. Please enter total other amounts per sub agreement on the Sub Agreements Details tab; do not separate line items. If applicable, please also enter budget period to-date in-kind or match expenditures (totals only).
Indirect:
Please enter report period and budget period to-date expenditures applied to the agreement for indirect costs. If applicable, please also enter total budget period to-date in-kind or match expenditures.
Report Prepared By:
Please enter the name and contact phone number for the person completing the report.

Authorized Agent Signature:

Please have an authorized agent sign the report certification in the space provided. This must be completed in order for the report to be accepted by OHA.

**REGON HEALTH AUTHORITY
Public Health Division Agreement Expenditure Report**

Agency: _____
 Agreement #: _____
 Budget Period: _____ to _____
 Reporting Period: _____ to _____

	Budget		Report Period Expenditures		To-Date Total Expenditures	% Spent To-Date	If Applicable to Agreement:	
							To-Date In-Kind Expenditures	To-Date Match Expenditures
Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
<i>Position # 1 (list title)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Position # 2 (list title)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Position # 3 (list title)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Position # 4 (list title)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Position # 5 (list title)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
In State Travel	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Out of State Travel	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
Sub Agreements*	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
<i>*A 'Sub Agreement Detail Report' must be completed and attached if budget includes sub agreements</i>								
Other	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
<i>Other # 1 (please list)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Other # 2 (please list)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Other # 3 (please list)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<i>Other # 4 (please list)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Total Direct Charges	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
Indirect	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
<i>Indirect Rate</i>								
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -

Report Prepared By _____ Phone _____

I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

 Authorized Agent Signature Date

OREGON HEALTH AUTHORITY
Public Health Division Sub Agreement Detail Report
(Attachment to Public Health Division Agreement Expenditure Report)

Agency: _____
 Agreement #: _____
 Budget Period: _____ to _____
 Reporting Period: _____ to _____

Sub Agreement #1 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Sub Agreement #2 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Sub Agreement #3 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

OREGON HEALTH AUTHORITY
Public Health Division Sub Agreement Detail Report
(Attachment to Public Health Division Agreement Expenditure Report)

Agency: _____
 Agreement #: _____
 Budget Period: _____ to _____
 Reporting Period: _____ to _____

Sub Agreement #4 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Sub Agreement #5 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Sub Agreement #6 Agency _____

	% of Budget Period Elapsed			
	Budget	Report Period Expenditures	To-Date Total Expenditures	% Spent To-Date
Salaries & Wages	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	-
Travel	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	-
Supplies	\$ -	\$ -	\$ -	-
Sub Agreements	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	-
Total Direct Charges	\$ -	\$ -	\$ -	-
Indirect	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ -	-

If Applicable to Agreement:	
To-Date In-Kind Expenditures	To-Date Match Expenditures
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

a. Client Information.

- (1) All information as to personal facts and circumstances obtained by the Agency on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Agency, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI), records in the performance of Work under this Agreement, Agency shall comply, and ensure that all of Agency’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of OHA;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as OHA’s employees; and
 - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 - i. Agency and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the background check requirements defined in IRS Publication 1075;
 - ii. Any FTI made available to Agency shall be used only for the purpose of carrying out the provisions of this Agreement. Agency shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Agency is prohibited;

- iii. Agency shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (d) Agency may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Agency and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information.

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
- (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party’s officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any

purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Upon request and pursuant to the instructions of OHA, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.
- d. “Client” means any individual, family or provider:
 - (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of OHA; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. Only as approved by all federal or state entities governing the funds to be paid through this Agreement, and subject to Section 1.b. below, OHA reserves the right to amend this Agreement for the following:
 - (1) Extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional funding associated with the extended period(s) of time; and
 - (2) Amend the Program Description for the following:
 - (a) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the original Agreement or previous amendments to the Agreement as authorized by all funding source documentation; or
 - (b) As necessitated by changes in the funding source(s) paid through this Agreement.
- b. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 20. “Amendments; Waiver; Consent” of this Agreement.

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 Recipient 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; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other Recipient or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.
5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by

withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

- 8. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or

alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

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

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

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

- 10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and 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.

12. 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.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 21. Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
- 22. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of recipient as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

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

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

If Contractor is an employer subject to any other state's workers' compensation law, Contractor 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, Contractor 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:

Contractor 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 Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

Required Not required

Contractor shall provide Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,00.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$3,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Contractor shall provide Directors, Officers and Organization Liability Insurance covering Contractor’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds with a combined single limit of no less than \$2,000,000.00per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

Required Not required

Contractor shall provide Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than \$ 2,000,000.00.

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 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, are to be called upon to contribute to a loss until the Contractor’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 COVERAGE REQUIREMENTS:

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

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 the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional

Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor'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:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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. As proof of insurance, OHA/Recipient has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to OHA/Recipient acceptance. If requested by OHA/Recipient, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA/Recipient'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, require 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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) 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. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. 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 Recipient 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 Recipient. 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.
- 4. 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).
- 5. 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 Recipient, 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 Recipient, 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 Recipient 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 an 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.

6. **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 Recipient. Current guidelines are set forth in 40 CFR Part 247.
7. **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 \$750,000 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 \$750,000 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".
8. **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.
9. **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.).
10. **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 Recipient responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal Recipient 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. 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. 1396a(a)(68).

11. Recipient-based Voter Registration. If applicable, Recipient shall comply with the Recipient-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.

12. Disclosures.

- a. 42 CFR Part 455.104 requires the State Medicaid Recipient 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.
- b. Recipient shall furnish to the State Medicaid Recipient 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.
- c. 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.
- d. 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.
- e. Recipient shall make the disclosures required by this Section 12. 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.

- 13. Federal Intellectual Property Rights Notice.** The federal funding Recipient, as the awarding Recipient 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 Recipient to the State of Oregon. The Recipient agrees that it has been provided the following notice:
- a.** The federal funding Recipient 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 Recipient regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal Recipient 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 Recipient 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 Recipient 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 Recipient 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.
- 15. 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.

EXHIBIT E

Information Required by 2 CFR § 200.332(a)(1)

1. Recipient Name: *(Must match the registered name associated with 3. below)* Oregon Health & Science University
2. Name of federal awarding Recipient, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding Recipient: DHHS/Health Resources and Services Administration (HRSA)
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Health Authority (OHA), CP&HP, Maternal & Child Health Section.
 - c. Contact information for awarding official of pass-through entity: Cate Wilcox, cate.s.wilcox@oha.oregon.gov
3. Recipient's Unique Entity Identifier (UEI): NPSNT86JKN51
4. Federal Award Identification Number (FAIN): B0452948
5. Federal award date: *(date of award to state by federal Recipient)* 5/20/2024
6. Sub-award period of performance: Start Date: 10/1/2024 End Date: 9/30/2029
7. Sub-award budget period Start Date: 10/1/2024 End Date: 9/30/2029
8. Amount of federal funds obligated by this Agreement: \$10,000,000
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$2,000,000
10. Total amount of the Federal Award committed to Recipient by pass-through entity: *(amount of federal funds from this FAIN committed to Recipient)* \$10,000,000
11. Federal award project description: Maternal and Child Health Services
12. Assistance Listings number and Title: 93.994
Amount: \$4,567,103
13. Is award research and development? Yes No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414):* 10%

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current fiscal year 2025.