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**THE STATE OF OREGON  
OREGON HEALTH AUTHORITY**

**ISSUES THE FOLLOWING**

**SCHOOL-BASED HEALTH CENTER INNOVATION  
REQUEST FOR GRANT APPLICATIONS (RFGA) #3752**

The State of Oregon, Oregon Health Authority (OHA), Public Health Division (PHD), is seeking applications from school-based health center (SBHC) medical sponsors and/or Coordinated Care Organizations (CCOs) to conduct activities and projects that support at least one of the three goals outlined in House Bill 2445: ( 1) increase the number of SBHCs certified as patient centered primary care homes (PCPCH) without requiring SBHCs to be certified as PCPCH; (2) improve the coordination of the care of patients services by CCOs and SBHCs; and (3) improve the effectiveness of the delivery of health services through SBHCs who qualify for medical assistance (collectively, the “Three Goals”).

This RFGA provides an opportunity for SBHC medical sponsors and CCOs to explore innovative approaches to school-based care that align with Oregon’s Triple Aim goals of a healthy population through quality care at a lower cost.

OHA intends to award three or more grants through this RFGA, with a priority for funding going towards applicants that can demonstrate partnership development between CCOs and SBHC medical sponsors and/or are located in rural/frontier communities. Awards amounts will range between \$10,000 and \$250,000. The term of the related grant agreements will run from July 1, 2014, through June 30, 2015.

For more information on Oregon school-based health centers visit [www.healthoregon.org/sbhc](http://www.healthoregon.org/sbhc).

**1. Background and Overview**

The 2013 Oregon Legislature allocated approximately \$750,000.00 in funds to OHA to incentivize organizations to accomplish one or more of the Three Goals through approved projects. As recommended by a legislatively-mandated workgroup, grant funds will principally support larger innovative projects that promote systems change and provide lessons learned that can be shared with the entire SBHC community with respect to at least one of the Three Goals. In addition, the workgroup recommended that funds also support smaller targeted projects that would move SBHCs and/or CCOs towards meeting at least one of the Three Goals. The workgroup recommended that proposals align with the HB 2445 workgroup recommendations, which can be found in the following summary report

OHA will evaluate qualifying applications to determine which adequately and best demonstrate: (1) innovative projects that reflect strong community partnerships between SBHC medical sponsors and Coordinated Care Organization(s); and (2) an effective focus on one or more of the Three Goals through targeted activities that support sustainable practices or systems change in an SBHC.

Examples of projects include (but are not limited to): an alternative payment methodology project; data systems improvements; service quality improvement strategies; partnership building through collaborative and facilitated information sharing; and consultant assessment of capacity for PCPCH recognition.

## **2. Program Description**

The Program Description of the resultant grant agreements will be developed collaboratively with successful applicants, but ultimately must be satisfactory to OHA in its sole discretion. The Program Description will be focused on detailing performance requirements with respect to accomplishing the proposed project and will include quarterly and other reporting requirements that identify progress towards project completion.

## **3. Applicant Eligibility**

- a.** Applications must be submitted by a CCO, a SBHC medical sponsor, or be submitted jointly. Joint applications must identify a lead entity, which will enter into a Grant Agreement with OHA satisfactory to OHA; and
- b.** If CCO is the applicant, CCO must be working directly with state-certified SBHCs.

## **4. Application Content**

Please submit all of the following Application Content:

- a. Application Cover Sheet (Attachment 1)**  
Complete all sections of the Application Cover Sheet and include it at the top of the application packet.
- b. Project Narrative, Focus Area and Population (4 pages or less)**
  - (1) Provide a statement of need for the proposed project and its funding. Include the issues or problems related to efficient and effective delivery of care through the SBHC that the project would address.
  - (2) Describe how the project will support one or more of the three targeted goal areas:
    - (i) Increase the number of SBHCs certified as patient centered primary care homes (PCPCH);
    - (ii) Improve the coordination of the care of patients services by CCOs and SBHCs; or

- (iii) Improve the effectiveness of the delivery of health services through SBHCs to children who qualify for medical assistance.
- (3) Include a description of unique or innovative project elements that help accomplish one or more of the Three Goals.
- (4) If a CCO, which certified SBHCs will this project work with?
- (5) If a SBHC, which CCO(s) are in the catchment area for this project?
- (6) Briefly describe the population that will specifically benefit from the proposed project. This should include age, race, and other descriptions of the populations (unmet need, socioeconomic status, etc). Example: SBHC school-age clients (aged 5-21); all SBHC clients (students and community members); all schools served by SBHCs; or SBHC Medicaid clients only.

**c. Project Planning (5 pages or less)**

- (1) Describe the applicant's plan, including timeline, to carry out the major activities of this project within the funding period.
- (2) List the desired outcomes of the project and describe the plan to evaluate project activities, including how data will be collected and utilized to determine project effectiveness. You may include both qualitative and quantitative measures.
- (3) Include how the project activities will be sustainable after the grant funding ends. If applicable to your project, discuss plans to sustain the SBHC and CCO partnership after the grant funding ends.
- (4) Indicate how your project will promote systems change and provide lessons learned that can be shared with the entire SBHC community.

**d. Letter of Support**

- (1) If the applicant is a CCO, the applicant must submit a letter of support for the project from the SBHCs with which it will be working.
- (2) If the applicant is a SBHC medical sponsor, the applicant must submit a letter of support for the project from the CCO(s) in its area.
- (3) If applicant is a joint application from an SBHC and CCO, a letter of support will not be needed.
- (4) Applicant may include additional letters of support from relevant partners, but these are not required.

**e. Budget Worksheet (Attachment 2)**

The grant is available to cover reasonable project costs, including staff time and infrastructure needs. No more than 15% of the grant funds may be spent on administrative overhead. Complete the Budget Worksheet (Attachment 2) with costs associated with project activities.

**5. Evaluation and Award**

OHA will evaluate each application based criteria that may include, but is not necessarily limited to the following:

- a. How well the project supports at least one the three identified goals;
- b. Strategy for implementation;
- c. The level of innovation of the project/activities;
- d. Potential for the project to provide outcomes and lessons learned to the overall SBHC model and system of care;
- e. Sustainability of the project and activities beyond the grant funding;
- f. How well the proposed activities align with and meet the needs of OHA's plan to support a statewide system of care for youth;
- g. How well all awards represent geographic diversity around the State; and
- h. The level of partnership between the CCO and SBHC medical sponsor.

**6. Reservation of OHA Rights**

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

- a. Amend or cancel this RFGA without liability if OHA determines, *inter alia*, that it is in the interest of the State to do so;
- b. Reject any and all applications received by reason of this RFGA, if OHA determines, *inter alia*, that it is in the interest of the State to do so;
- c. Waive any informality that OHA deems to be minor;
- d. Seek clarification of each applicant or application;
- e. Develop the Program Description described in this RFGA and to issue grants of for less funds than what the applicant applied for, as deemed necessary or appropriate by OHA;
- f. Amend or extend the term of any agreement that is issued as a result of this RFGA;
- g. Engage applicant by selection or procurement for different or additional project funding or services independent of this RFGA process and any contracts or agreements entered into pursuant hereto;
- h. Enter into direct negotiations to execute an agreement with an applicant, in the event that the applicant is the sole applicant to this RFGA, and OHA determines that the applicant satisfies the applicant eligibility criteria;
- i. Reject any application upon a determination that to accept the applicant or application may impair the integrity of or be detrimental to the granting or other administrative processes associated with this RFGA, or that rejecting the application is in the interest of the State; and
- j. Amend current CCO or SBHC agreements to add the additional funding, time and Program Description, if that avenue for awarding is more feasible.

**7. Award Notice**

All applicants will receive a written notice of the results of the grant award(s). The written notice to applicants will go out, once award(s) have been issued.

**8. Release of Information**

No information will be given to any applicant (or any other individual) relative to their standing with other applicants during the RFGA process.

**9. Grant Obligation**

All applicants who submit an application in response to this RFGA understand and agree that OHA is not obligated to enter into a grant agreement with any applicant and further, has absolutely no financial obligation to any applicant.

**10. Grant Documents**

The final grant agreements with successful applicants will be based on Attachment 3, "Form Grant Agreement" (included is a Sample Intergovernmental Agreement and Sample Grant Agreement for CCOs). OHA and the successful applicant will develop collaboratively the Program Description. Grand funding amounts will be issued at the discretion of OHA. All grant agreements must be satisfactory to OHA in its sole discretion.

**11. Sole Point of Contact (SPC)**

Coral D. Ford  
Office of Contracts and Procurement  
250 Winter Street NE, Room 305  
Salem, Oregon 97301  
Telephone: 503-947-5142  
Fax: 503-373-7889  
E-mail: coral.d.ford@state.or.us  
TTY: 503-378-3523

All communications concerning this RFGA must be directed only to the SPC named above. Any unauthorized contact regarding this RFGA with other State employees or officials may result in application rejection. Any oral communications will be considered unofficial and non-binding. Any additional information received in writing from the SPC is also considered official.

**12. Timeline for RFP and Proposal Submission**

RFGA Opens..... April 8, 2014  
RFGA Closes. Application Contents of Section 4. Due May 20, 2014 at 3:00 P.M. (Local Time)  
Estimated Grant Start Date ..... July 1, 2014  
Estimated Grant End Date ..... June 30, 2015

**13. Closing Date for Submittal of Application Contents**

OC&P must receive applications by the date and time specified in Section 12. Applications received after closing date and time are late and will not be considered.

Postmarks after closing date and time, faxed, and electronic applications will not be considered.

Proposals shipped must be addressed as follows:

**Office of Contracts & Procurement  
RFGA #3752  
Attn: Coral D. Ford  
250 Winter Street NE, Room 305  
Salem, Oregon 97301**

Hand delivery of applications is optional. Hand delivered applications must be received at the address listed in this Section by the date and time specified in Section 12. OC&P will receive applications during its normal Monday –Friday business hours of 8:00 am to 5:00 pm (Local Time), except during State of Oregon holidays, mandatory furlough days, and other times when OC&P is closed. OC&P will provide all Applicants who hand deliver their applications a completed receipt of delivery at the time of application delivery. Applications must be submitted in a sealed package addressed as shown above, with the name of the SPC and the RFGA # visible on the outside of the package.

**ATTACHMENT 1 - Application Cover Sheet**  
**Applicant Information - RFGA #3752**

Name of Applicant: \_\_\_\_\_

Applicant is (*check one*):  CCO or  SBHC or  Joint Application (CCO and SBHC)

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the applicant in any negotiations and sign any Grant Agreement that may result:

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

By signing this page and submitting an application, the Authorized Representative certifies that the following statements are true:

1. No attempt has been made or will be made by the applicant to induce any other person or organization to submit or not submit an application.
2. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Applicant or will Applicant discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
3. The statements contained in this application are true and complete to the best of the applicant's knowledge and applicant accepts as a condition of the Grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.
4. The applicant, by submitting an application in response to this Request for Grant Applications, certifies that it understands that any statement or representation contained in, or attached to, its application, and any statement, representation, or application the applicant may submit under any agreement OHA may award under this Request for Grant Applications, that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), is subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
5. The applicant acknowledges receipt of all addenda issued under this RFGA.
6. Disclosure of Relationships: Disclose any and all direct and indirect organizations or business relationships between the applicant or subcontractors, including its owners, parent company or subsidiaries, and companies involved in any way in the production, processing, distribution, promotion, sale or use of tobacco or sugary beverages.

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

(Authorized to Bind Applicant)

**\*\*\* THIS PAGE SHOULD BE THE TOP PAGE OF THE APPLICATION \*\*\***

## ATTACHMENT 2 – Budget Worksheet

<b>Budget for SBHC Innovation Project</b>						
<b>Budget Period: July 1, 2014 through June 30 2015</b>						
<b>Project Name:</b>						
	<b>Cost (\$) per unit</b>	<b>Total Unit Amount requested*</b>	<b>OHA Requested Dollars</b>	<b>Additional Dollars**</b>	<b>12-MONTH TOTAL</b>	
<b>Personnel</b>						
Total Personnel	n/a	n/a	\$ -	\$ -	\$ -	-
<b>Materials and Supplies</b>						
Total Materials and Supplies	n/a	n/a	\$ -	\$ -	\$ -	-
<b>Other Direct Costs</b>						
Total Other Direct Costs	n/a	n/a	\$ -	\$ -	\$ -	-
<b>Indirect Costs</b>						
Total Indirect Costs	n/a	n/a	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	n/a	n/a	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<p>*Total Unit Amount examples: FTE, hours, miles.</p> <p>** Please list the funding source(s) of additional dollars that will go towards this project:</p>						

**ATTACHMENT 2 – Form Grant Agreement**



**Agreement Number -----**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT (GOVERNMENTAL TEMPLATE)**

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

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

**Recipient**

hereinafter referred to as “Recipient.”

Work to be performed under this Agreement relates principally to the OHA’s

**OHA**

**1. Effective Date and Duration.**

This Agreement shall become effective on [begin date] when this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on [end date]. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting Schedule
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements

There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

- 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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.
- c. For purposes of this Agreement, "Work" means the Program Description described in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$0000000. OHA will not pay Recipient any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a sub-recipient; **OR**  Recipient is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

**5. Recipient Data and Certification**

- a. **Recipient Information.** Recipient shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Facsimile: (     ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement approval. Recipient shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The 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 Agreement work is being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., Recipient Data and Certification , 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 and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:  
<https://www.sam.gov/portal/public/SAM/>; and
  - (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.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN). By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.

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

**RECIPIENT: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures:**

**Recipient  
By:**

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Authorized Signature	Title	Date
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**State of Oregon acting by and through its Oregon Health Authority pursuant to ORS 190  
By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

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Assistant Attorney General	Date
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**Program Office Review:**

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Program	Date
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**Office of Contracts and Procurement Review:**

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Contract Specialist	Date
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**Exhibit A**

**Part 1  
Program Description**

**To be developed collaboratively with successful applicant.**

**EXHIBIT A**

**Part 2  
Payment and Financial Reporting Schedule**

**To be developed based on the amount OHA awards to each successful applicant.**

## **EXHIBIT A**

### **Part 3 Special Terms and Conditions**

#### **1. Confidentiality of Client Information**

- a.** All information as to personal facts and circumstances obtained by the Recipient on the client 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 form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c.** OHA, Recipient and any subcontractor will share information among each other as necessary to effectively serve OHA clients.

#### **2. Amendments**

- a.** OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Recipient under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** OHA further reserves the right to amend the Program Description for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. 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 22 “Amendments” of this Agreement.

**3. Recipient Requirements to Report Abuse of Certain Classes of Persons.**

- a. Recipient shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. Recipient shall make reports of suspected abuse of persons who are members of the classes established in section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. Recipient shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Recipient shall notify the referring DHS caseworker within 24 hours. Recipient shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. Recipient shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Seniors and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks.** Recipient shall verify that any employee working with clients referred by OHA has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with OHA's client. Recipient shall establish verification by:

- (1) Having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Recipient; or
- (2) Recipient as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Recipient will need to give to OSP the applicant's name, birth date and social security number.

Recipient shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with OHA clients. If Recipient notes a conviction from any of the above listed crimes on the applicant/employee's record, and Recipient chooses to hire the employee/applicant, Recipient shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred OHA clients in a safe and trustworthy manner. Recipient will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to Recipient. Recipient shall establish a personal personnel file and place Recipient's criminal history check in named file for possibility of future OHA review.

**5. Mandatory Reporting.** Recipient shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, Recipient shall notify the referring DHS caseworker within 24 hours. Recipient shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

## 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. 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.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including Recipient and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting 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. **Representations and Warranties**
  - a. Recipient represents and warrants as follows:
    - (1) **Organization and Authority.** Recipient is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by Recipient of this Agreement (a) have been duly authorized by all necessary action by Recipient and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Recipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Recipient will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Recipient's industry, trade or profession;
- (5) Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) Recipient prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available.**

- a. The State of Oregon’s payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Recipient is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.
  - b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments 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 payment made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Recipient.
6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between Recipient and OHA, result in payments to Recipient to which Recipient is not entitled, OHA, after giving to Recipient written notification and an opportunity to object, may withhold from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. 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 19 of this Agreement.
7. **Compliance with Law.** Nothing in this Agreement shall require Recipient or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
8. **Ownership of Intellectual Property.**
  - a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - (1) "Recipient Intellectual Property" means any intellectual property owned by Recipient and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Recipient.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by Recipient or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the Recipient owns, Recipient grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that OHA or Recipient grant to the United States a license to any intellectual property, or if state or federal law requires that the OHA or the United States own the intellectual property, then Recipient shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by Recipient in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to Recipient to use, copy, distribute, display, build upon and improve the intellectual property.
- d. Recipient shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**9. Recipient Default.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by Recipient is untrue in any material respect when made;
- c. 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

- d. 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).

**10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by Recipient to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

a. **Recipient Termination.** Recipient may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if Recipient does not obtain funding, appropriations and other expenditure authorizations from Recipient's governing body, federal, state or other sources sufficient to permit Recipient to satisfy its performance obligations under this Agreement, as determined by Recipient in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Recipient may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Recipient no longer has the authority to meet its obligations under this Agreement.

b. **OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to Recipient;
- (2) Upon 45 days advance written notice to Recipient, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to Recipient or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to Recipient if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Recipient, if Recipient is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to Recipient, if any license or certificate required by law or regulation to be held by Recipient or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that Recipient or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to Recipient, if OHA determines that Recipient or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

## 12. **Effect of Termination.**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay Recipient under this Agreement.
  - (2) Upon termination of this Agreement, Recipient shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. 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.
- 14. Insurance.** Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. 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 a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires Recipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- 17. Force Majeure.** Neither OHA nor Recipient shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or Recipient, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

  - a.** Recipient shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. 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 the Agreement.
  - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- 20. Subcontracts.** Recipient shall not enter into any subcontracts for any of the Work required 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 require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Recipient's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.
- 22. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 23. 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.

- 24. Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 25. 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, 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 facsimile shall be deemed 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 forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile Number: 503-378-4324

**RECIPIENT:** (see page one)

- 26. 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.
- 27. Counterparts.** 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 this Agreement and any amendments so executed shall constitute an original.
- 28. Waiver.** 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 29. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a

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.

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

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

- 30. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to cause 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.

- 31. Stop-Work Order.** OHA may, at any time, by written notice to the Recipient, require the Recipient to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Recipient shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
  - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination. If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Recipient, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## EXHIBIT C

### Subcontractor Insurance Requirements

**General Requirements.** Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under Types and Amounts and meeting the requirements under Additional Insured, "Tail" Coverage, Notice Of Cancellation Or Change, and Certificate(s) of Insurance before the contractors 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 that are 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 or 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 whom the Recipient directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

- 1. Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2. Professional Liability.**

**Required by OHA**  **Not required by OHA**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ... \$2,000,000.  
July 1, 2015 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ... \$4,000,000.  
July 1, 2015 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**3. Commercial General Liability.**

Required by OHA  Not required by OHA

**4. Automobile Liability Insurance.**

Required by OHA  Not required by OHA

**5. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**6. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**7. Notice of Cancellation or Change.** The contractor or its insurer must provide 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).

**8. Certificate(s) of Insurance.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Grant Agreement Number XXXXXX**

**State of Oregon  
Grant Agreement (CCO template)**

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

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

**CCO Name**

hereinafter referred to as “Recipient.” Recipient and OHA are party to that certain Health Plan Services Contract, Coordinated Care Organization Contract# [CCO Contract #] (as amended from time to time, the “CCO Contract”).

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

**OHA Program**

**1. Effective Date and Duration**

This Agreement is effective on the date this Agreement has been fully executed by every party and approved by Department of Justice or on XXXXXX whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on XXXXXX. Agreement termination will 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: Grant Activities
- (2) Exhibit A, Part 2: Program Description
- (3) Exhibit A, Part 3: Payment, Budget and Financial Reporting
- (4) Exhibit B: Standard Terms and Conditions

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

b. This Agreement and the documents listed in Section 2., Agreement Documents, Subsection a. above, shall be in the following descending order of precedence:

this Agreement less all exhibits, Exhibit B, then the remaining agreement documents in the sequence attached.

**3. Grant Disbursement Generally**

The total Agreement funds that may be disbursed to Recipient under this Agreement are **\$XXXXXX**. OHA will disburse the Agreement funds to Recipient as described in Exhibit A, Part 3, “Budget, Financial and Grant Activities Reporting”.

**4. Recipient Data and Certification**

Recipient Information. Recipient shall provide the information set forth below. This information is requested pursuant to ORS 305.385.

**Please print or type the following information**

Name (exactly as filed with the IRS) \_\_\_\_\_

Address \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_ - \_\_\_\_\_

- a. Recipient is required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN), as applicable to OHA. By Recipient’s signature on this Agreement, Recipient hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN or SSN within 10 days.
- b. The information shown in this Section 5., Recipient Data and Certification, is Recipient’s true, accurate and correct information.

**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.**

**Signatures**

**[Recipient Name]:**

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Authorized Signature	Title	Date
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**OHA:**

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Authorized Signature	Title	Date
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**Approved:**

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Assistant Attorney General	Date
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**OHA Office of Contracts and Procurement:**

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Contract Specialist	Date
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**EXHIBIT A**  
**Part 1**  
**Grant Activities**

1. Recipient shall use Agreement funds for activities that:
  - a. Are described in Exhibit A, Part 2 (as amended from time to time), and for no other purposes;
  - b. Support better health, better health care and lower costs in their communities; and
  - c. Are innovative, scalable, transferable and related to CCO transformation plans and the overall goals of transformation.
2. Agreement funds may not be used to provide enhanced reimbursements generally (although alternative or enhanced payments as part of an innovative pilot or program are allowable), nor to supplant state covered services, nor to replace services required to be provided under Applicant's CCO contract with OHA. Funded activities may include, but are not limited to: personnel, travel expenses, meetings and supplies, consultants, and indirect expenses affiliated with the project such as administrative support, telephone, and computers.

**EXHIBIT A**  
**Part 2**  
**Program Description**

**To be developed collaboratively with successful applicant.**

- 1. Grant Activities**  
Recipient shall use Agreement funds solely to support the projects outlined in the Application submitted to OHA pursuant to RFGA #3752, and as approved by OHA. Recipient's Agreement grant is designed to support both The Triple Aim of better health, better care and lower costs, and the state approved Transformation Plan set forth in the Recipient's Coordinated Care Organization (CCO) contract.
- 2. Program Description**
- 3. Timeline**
- 4. Measureable Project Objectives and Metrics**

**EXHIBIT A**  
**Part 3**  
**Budget, Financial and Grant Activities Reporting**

**To be developed collaboratively with successful applicant.**

**1. Disbursement**

The total not to exceed amount for this Agreement is \$XXXXXX. Following Agreement execution and approval by all necessary parties, OHA will make an initial disbursement of XX% of the Grant funds requested to allow for start-up costs. OHA will make [# of disbursements] quarterly disbursements of one [cardinal number]th of \$[Grant Amount], upon determination by OHA that Recipient's progress on the projects as reflected in the required periodic reports is satisfactory.

If determined by OHA, in its sole discretion, an amendment is necessary, OHA and Recipient will execute an amendment to this Agreement adopting, without limitation, appropriate, supplemental proposals, budgets, timelines, objectives and metrics for measuring satisfaction of Program objectives.

Each disbursement by OHA is contingent on Recipient being in compliance with the terms of this Agreement, including without limitation that all representations and warranties of Recipient, including those incorporated by reference by Exhibit B to this Agreement, are true on the date of disbursement. Recipient understands and agrees that OHA's disbursement of funds under this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to disburse the funds. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7, of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

**2. Schedule of Financial and Grant Activities Reporting**

Recipient will provide written periodic progress reports on Agreement activities, budget changes and expenditures as described in the schedule below and as OHA may reasonably request.

<i>Date Report is Due</i>	<i>Reporting Period</i>
[DATE DUE]	[DATE – DATE]

**3. Expenditure of Grant Funds.**

Recipient may expend Agreement funds solely to cover costs necessarily incurred by Recipient in operating the Program(s) and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law.

a. Personnel Expenses

Recipient may expend Agreement funds for Personnel Expenses only for staff who are directly working on Agreement Programs. Expenses for legal counsel, accounting and similar expenses are not considered Personnel Expenses for this Program.

b. Travel Expenses

Recipient may expend Agreement funds for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to the State. Personal expenses will not be authorized at any time. Amounts for travel expenses are included in, and not in addition to, Agreement.

c. Indirect/Administrative Expenses

Indirect administrative Cost are discouraged; however OHA reserves the right to negotiate with each CCO, who makes a strong and compelling case as to why cost are critical to Agreement Program(s). Any indirect cost may not exceed **XX%** of the total budget.

**4. Recovery of Grant Funds.**

Any Agreement funds disbursed to Recipient 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 ten days after the earlier of termination or expiration of this Agreement.

**5. Budget Transfers**

- a. Recipient may reallocate up to **XX%** of the budgeted amount for a line item of the OHA-approved budget, to other line item(s) in the OHA-approved budget, without OHA’s approval.
- b. Recipient may not reallocate any amount from any line item of the OHA-approved budget in an aggregate amount greater than **XX%** of the amount for that line item, to other line item(s) in the OHA-approved budget, without OHA approval.
- c. In the event Recipient adjusts its line-item budget as described, Recipient shall report such adjustment in writing to OHA with its next monthly expenditure report after making the adjustment.

**6. Final Report and Reconciliation**

Recipient shall submit a final financial report by ~~XXXXXX~~ detailing all of its expenditures under this Agreement. If all Agreement funds have not been expended by ~~XXXXXX~~, Recipient shall pay back the unexpended funds no later than thirty days after the date of its final financial report. OHA will review the final financial report and will make any adjustments necessary to satisfy OHA's grant payment standards. In the event the adjustments alter the amount of unexpended funds, then the party owing the adjustment shall pay the difference required to reconcile the funds within ten days of OHA's adjustments.

**7. Agreement Budget**

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

This Grant Agreement is governed by the Standard Terms and Conditions in Exhibit D to the CCO Contract (with “Recipient” substituted for “Contractor,” “Subrecipient” substituted for “Subcontractor,” and “Grant Agreement” substituted for “Contract”), except as follows:

1. In addition to any other grounds for termination in Section Exhibit D, 10.e, this Grant Agreement will be terminated automatically without notice in the event of termination of the CCO Contract. Termination of this Grant Agreement does not alter the obligation of Recipient to utilize and report on Grant funds already disbursed in accordance with this Grant Agreement.
2. The provisions governing Sanctions in Exhibit D, Sections 32 to 35 will not apply.

**Remainder of page intentionally left blank**