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**The State of Oregon
Department of Human Services**

**Office of Multicultural Health and Services
And
Office of Disease Prevention and Epidemiology**

Issues the Following

Request for Proposals

for

**Regional Coalitions for Health Equity: Partnerships and Policy to Improve
Health for All**

RFGP #3223

Date of Issuance: May 9, 2011

Applications Due by: **3:00 P.M.** Local Time, June 8, 2011 at the issuing office.

Issuing Office: DHS Office of Contracts and Procurement
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SECTION 1 – PURPOSE/OVERVIEW

1.1. Introduction

The Oregon Health Authority (“OHA”) was created on June 26, 2009, by 2009 Oregon Laws Chapter 595, also referred to as House Bill 2009 (HB 2009). OHA has delegated to the Department of Human Services (“DHS”) the authority to enter into and perform OHA’s procurement and contract obligations by and through DHS. Effective July 1, 2011, all references herein to DHS shall mean OHA and any right or obligation of DHS under this RFGP and the resulting Grant Agreement shall be a right or obligation of OHA.

The State of Oregon, through its Department of Human Services (DHS), Office of Multicultural Health and Services and Office of Disease Prevention and Epidemiology, Health Promotion and Chronic Disease Prevention Section, Tobacco Prevention and Education Program, requests proposals from qualified organizations to maintain or establish coalitions to increase health equity, and decrease health disparities within a multi-county region.

Eligible applicants include local public health authorities, nonprofit social service providers, health care organizations, public health research organizations, and non-traditional partners such as businesses, economic development organizations, private funders, and faith-based organizations. Local public health authorities play a key role in community health, and can lead or participate in regional coalitions. Local public health authorities are key partners and stakeholders, who may provide data and identify best practices policy, system, and environmental change to improve health.

DHS anticipates awarding up to three grants of up to \$130,000 each, for the period of June 15, 2011 to June 30, 2012. DHS reserves the right to amend the resulting Grant Agreement(s) for additional time of up to a maximum duration of five (5) years and for additional money, contingent upon need and funding availability. Anticipated amendments include those for additional facilitation, coordination, planning, and evaluation services related to DHS strategic activities and will be determined by a continuation application process.

1.2. Background

Community engagement is essential to building an Oregon where everyone has the opportunity to be healthy. The Centers for Disease Control and Prevention recognize community engagement as essential to reducing health disparities and to effectively developing and implementing policies, systems and environments to improve health.¹ Research shows that people’s life opportunities are affected by where they live. Oregon outpaces the nation with rapid growth in ethnic, racial, and cultural diversity, making it even more critical to build broad public commitment and engagement when working on issues of equity. Traditional boundaries and jurisdictions, broken down by cities and/or counties do not adequately reflect the systems, environments and opportunities that affect health. The aggregate places where people live, work, play, age and learn are comprised of regional economic clusters and neighborhoods within

¹<http://www.cdc.gov/reach/about.htm>;
http://www.cdc.gov/tobacco/stateandcommunity/bp_user_guide/index.htm

regions in which social, political and economic factors cut across all lines, thus requiring a regional approach to assess their impact.²

The OHA's mission is to help people and communities achieve optimum physical, mental and social well-being through partnerships, prevention and access to quality, affordable health care. OHA envisions a healthy Oregon and seeks to:

- Improve the lifelong health of all Oregonians;
- Increase the quality, reliability, and availability of care for all Oregonians;
- Lower or contain the cost of care so it is affordable to everyone.

The work awarded under this RFGP will focus on one or all of these goals: improve the lifelong health of all Oregonians, work on policy issues around breaking down barriers to health care through addressing social determinants of health, thereby increasing access/availability of care, and lower or contain the cost of care so it is affordable to everyone.

The Oregon Office of Multicultural Health and Services (OMHS) (<http://www.oregon.gov/OHA/omhs/index.shtml>) is a leader and catalyst in helping the Oregon Health Authority (OHA) focus attention on communities of color, tribal governments, and other multicultural groups. OMHS works with state and local public health and human services, and other partners to improve the health status of, and health care delivery to racially and ethnically underrepresented populations in Oregon through multicultural and culturally-competent policy and program development, and community engagement strategies that influence the ways in which health is assured, promoted and protected in Oregon. OMHS also works on affirmative action and diversity initiatives as well as creating and sustaining environments that are inclusive and respectful of staff, customers, and partners.

The Health Promotion and Chronic Disease Prevention Section (HPCDP) exists to advance policies, systems and environments that promote health and prevent and manage chronic disease. HPCDP focuses resources and work on tobacco-free lifestyles, easy access to healthy foods, easy and safe access to physical activity, early disease detection services, and access to self-management supports for people living with chronic diseases. HPCDP's guiding document is the [*Healthy Places, Healthy People: A Framework for Oregon*](#) (the Framework). The Framework describes a list of conditions that need to be available or minimized for all Oregonians to support healthy lifestyles. For example, statewide laws and policies support the healthy choice as the easy choice for adults and children. For example, the Oregon Indoor Clean Air Act (also known as the Smokefree Workplace Law), protects people in Oregon from second hand smoke, and helps those who smoke to quit.

Together, heart disease, stroke, cancers, diabetes and chronic lower respiratory diseases account for more than three of five deaths in Oregon. For Oregon as a whole, 61 percent of adults have at least one of the following chronic diseases: arthritis, asthma, diabetes, heart disease, high blood pressure, high cholesterol or stroke. A startling 89 percent of Oregon adults have at least one of these risk factors: current smoker, overweight or obese, physically inactive or consume too few

² PolicyLink (2002). *Promoting Regional Equity: A Framing Paper*.

fruits and vegetables. People of color, people with fewer financial resources and people living with a mental illness or disability are more likely to live with one or more chronic diseases, and are more likely to die early as a result of a chronic disease. Data on chronic disease and risk factor prevalence is available online through the Oregon Health Authority (OHA) website (<http://public.health.oregon.gov/PHD/ODPE/HPCDP/Pages>) in Keeping Oregonians Healthy and Oregon Tobacco Facts and Laws.

Through this RFGP, DHS seeks to fund regional cross-sector coalitions focused on achieving health equity. It has been demonstrated that in order to achieve greater impact, stakeholders must work across sectors in building partnerships among business, government, faith-based, health, and social service and other community organizations.³ Through these partnerships, specific interventions designed by and for local communities will better address each region's particular needs and opportunities. Building "regional social capital" will also increase local capacity to influence equitable policy development at the state level.⁴

1.3. Definitions

For purposes of this RFGP and the resulting Grant Agreement, the terms below shall have the following meanings:

Coalition: A coalition is a diverse group of organizations and individuals who agree to work together to achieve a common goal. Coalitions are useful for accomplishing a broad range of goals that reach beyond the capacity of any individual organization.

Collaboration: to work side-by-side and actively pursue opportunities to work together with relevant partners, stakeholders and champions.

Communities of Color: Members of a racial/ethnic minority communities including: Black/African American, Asian/Pacific Islander, Latino, Native American/Alaska Native, Slavic/Eastern European, immigrants, and refugees.

Earned media: Refers to news coverage, letters to the editor, article submissions and other forms of media that are free (in contrast to paid advertising). Earned media is used within the broader context of media advocacy, which is the strategic use of mass media to support community organizing to advance a public policy initiative. The goal of media advocacy is to change the social environment in which policy-makers and individuals make decisions, rather than provide instructive health information to motivate people to make individual decisions.

Health disparities: Differences in the incidence and prevalence of health conditions and status between groups.⁵

³ PolicyLink (2002). *Promoting Regional Equity: A Framing Paper*.

⁴ PolicyLink (2000). *Community Based Initiatives: Promoting Regional Equity*.

⁵ Brennan Ramirez LK, Metzler M. *Promoting Health Equity: A resource to help communities address social determinants of health*. Atlanta, US Department of Health and Human Services, Centers for Disease Control and Prevention; 2008.

Health equity: Health equity is when everyone has the opportunity to “attain their full health potential” and no-one is “disadvantaged from achieving this potential because of their social position or other socially determined circumstance.”⁶

Health Inequities: Differences in health status of individuals or groups that are created by the unjust distribution of resources, power, and opportunities. These inequities are rooted in racism, determined by social conditions, and require different public health approaches to be eliminated.^{7, 8}

Migrant Population: Individuals whose principal employment (51% of time) is in agriculture on a seasonal basis, who have been so employed within the last 24 months and establishes for the purposes of such employment a temporary abode.

Priority populations: Communities of color (defined above); migrant populations, lesbian, gay, bisexual, transgender, queer/questioning and intersex; people living with mental illness; people with disabilities; and people living with fewer financial resources.

Regional equity: “Achieving regional equity means considering both people and place. A competitive and inclusive region is one in which members of all racial, ethnic, and income groups have opportunities to live and work in all parts of the region, have access to living wage jobs and are included in the mainstream of regional life. It is also one in which all neighborhoods are supported to be vibrant places with choices for affordable housing, good schools, access to open space, decent transit that connects people to jobs, and healthy and sustainable environments.”⁹

Social determinants of health: Life enhancing resources, such as food supply, housing, economic and social relationships, transportation, education, and health care whose distribution across populations effectively determines length and quality of life.¹⁰

1.4. Overview

DHS will fund the establishment of up to three (3) coalitions that are coordinated, collaborative groups organized at a regional level to address issues that create health inequities and social well-being, identify policy, system and environmental changes, and craft and implement strategies and policies to increase equity and address the social determinants of health. The focus

⁶ Brennan Ramirez LK, Metzler M. *Promoting Health Equity: A resource to help communities address social determinants of health*. Atlanta, US Department of Health and Human Services, Centers for Disease Control and Prevention; 2008.

⁷ Kozol, J. *The Shame of the Nation: The Restoration of Apartheid Schooling in America*. New York; 2005. Random House.

⁸ Health Issues in the Black Community, 3rd Edition Ronald L. Braithwaite (Editor), Sandra E. Taylor (Editor), Henrie M. Treadwell (Editor), page 560.

⁹ Pastor, M., et al. (2009). *This Could Be the Start of Something Big: How Social Movements for Regional Equity are Reshaping Metropolitan America*. Cornell University Press. Pg. 24.

¹⁰ Brennan Ramirez LK, Metzler M. *Promoting Health Equity: A resource to help communities address social determinants of health*. Atlanta, US Department of Health and Human Services, Centers for Disease Control and Prevention; 2008.

of the work is to promote the factors that create opportunities for good health, such as income, cultural and linguistic competence, built environment, transportation, access to physical activity, good nutrition, and other social determinants of health.

Coalitions will assess issues within their identified region that create inequities in health and social well-being, identify policy, system and environmental changes to improve health and reduce disparities, and craft and implement regional strategies focused on policy, system and environmental change to increase equity through action on the social determinants of health and reducing disparities in tobacco use.

To advance policies, systems and environments that promote health, and to prevent and manage chronic diseases, it is important that communities, organizations, state agencies, advocates and leaders work together to create the conditions described in the Framework (See Section 1.2, Background, above). The policy change process used by DHS and its grantees includes: community outreach, education and engagement; cultural competency training; collaboration and coordination; media advocacy and earned media; assessment of the policy environment; and policy development, implementation and enforcement. These activities will take place through coalitions, whose membership includes individuals, stakeholders and community-based organizations (CBOs) with diverse skills, expertise and influence to address a public health issue such as tobacco prevention. This approach maximizes investment in community education by linking education activities to a specific and desired policy goal, and builds community commitment to and understanding of policy as a public health tool to promote health equity and reduce health disparities.

Past models of eliminating health disparities have been aimed at changing health behaviors, providing health care and connecting individuals to services. The presence of persistent health inequities between racial and ethnic populations, however, indicates that these approaches, while potentially benefiting individuals, do not significantly reduce racial and ethnic health disparities at the community and population levels. Based on a new body of research demonstrating the strong connections between social determinants of health and health outcomes, new approaches to address health inequities are emerging, which require a shift in paradigm and practice.^{11, 12, 13, 14, 15, 16}

These new approaches for reducing racial and ethnic health inequities focus on changing social and economic conditions for populations living with health disparities through community

¹¹ Link BG, Phelan J. Social conditions as fundamental causes of disease. *J of Health Soc Behav.* 1995;80-94.

¹² Marmot M. The influence of income on health: views of an epidemiologist. *Health Affairs.* 2002;21(2): 31-46.

¹³ Adler NE, Newman K. Socioeconomic disparities in health: pathways and policies. *Health Affairs.* 2002;21(2): 60-76.

¹⁴ Williams DR, Neighbors H, Jackson JS. Racial/ethnic discrimination and health: findings from community studies. *Am J Pub Health.* 2003; 93(2); 200-208.

¹⁵ Krieger N, Chen JT, Waterman PD, Rehkopf DH, Subramanian SV. Painting a truer picture of US socioeconomic and racial/ethnic health inequalities; the public health disparities geocoding project. *Am J Public Health.* 2005; 95;312-323.

¹⁶ Bravemen P, Egerter S. *Overcoming obstacles to health.* Report from the Robert Wood Johnson Foundation to the Commission to Build a Healthier America. 2008.
<http://www.commissiononhealth.org/PDF/ObstaclesToHealth-Report.pdf>.

engagement and policy and systems change work.^{17, 18} This is known as taking action on the social determinants of health. Social determinants of health are the circumstances in which people are born, grow up, live, work, play and age. People are born with certain social determinants of health such as their race/ethnicity, gender, gender identity and sexual orientation. Public policy creates other social determinants of health including socioeconomic position (the amount of income you can earn), your access to quality education, the environment where you live, your access to services and the amount of discrimination you face day to day. DHS has begun to participate in cross-sector collaborations to address social policies and systems that are not traditionally under the purview of public health, such as housing, transportation, and parks and recreation.^{19, 20} These cross-sector collaborations aim to address the root causes of inequities to bring about positive, sustainable change for communities of color and other priority populations.

Every aspect of government and economy has the potential to affect health and health equity-finance, education, housing, employment, transportation and health are a few examples. While health may not be the focus of policies in these sectors, there are important implications for health and health equity. This is why DHS is requiring a community engagement and cross-sector collaborative process for establishing and functioning as a coalition to assure that funded coalitions are able to take decisive action to change policies that shape the social determinants of health.

The successful Proposer(s) will support DHS through a spectrum of activities that include:

- Convening and facilitating new or existing regional coalition, focused on health equity;
- Conducting community assessment through collaborative coalitions that builds on existing data sources and enhance the body of knowledge about health inequities at the regional level;
- Drafting a regional plan, collaboratively with coalition members, that describes three year policy priorities to address health equity.

In addition, the successful Proposers will be asked to:

- Provide timely recommendations and feedback to state, county or tribal agencies or organizations on policy language in order to foster equity in policy development, implementation and enforcement;
- Meet with policy stakeholders to discuss equity considerations of policies;

¹⁷ Hofrichter R, ed. *Tackling Health Inequities through Public Health Practice: A Handbook for Action*. Washington, DC: National Association for City and County Health Officials; 2006.

¹⁸ Koh HK, Oppenheimer SC, Massn-Short SB, Emmons KM, Geller AC, Viswanath K. Translating research evidence into practice to reduce health disparities: a social determinants approach. *Am J Pub Health* 2010 Apr 1;100. Suppl 1:S72-80.

¹⁹ Williams DR, Costa MV, Odunlami AO, Mohammed SA. Moving upstream; how interventions that address the social determinants of health can improve health and reduce disparities. *J Public Health Manag Pract*. 2008; 12(suppl):S8-17.

²⁰ See programs and initiatives of the Alameda County Health Department: <http://www.acphd.org/healthequity/index.html>.

- Gather information on why priority populations are not currently benefiting from priority policies, and working with DHS to plan activities to close these gaps;

In order to assure success and support successful Proposers' coalition activities, DHS will require successful Proposers to attend and participate in a set of structured capacity building events that build a "learning community" and assure that all members of the funded coalitions are, or become, knowledgeable about the strategies to conduct the work of the coalition. These include conducting a baseline assessment of the coalition's capacity to conduct health equity work. The results of this baseline assessment, conducted with all successful Proposers, will inform the content, structure and timing of all ongoing capacity building support and activities. Capacity building opportunities will focus on coalition structure, governance and facilitative leadership; meaningful collaboration and partnership; health equity and social determinants of health; the use of policy as a public health tool; and the public policy change process.

The work completed under this RFGP will focus on policy, system and environmental changes that address health equity by changing, improving or minimizing the impacts of the social determinants of health.

DHS seeks to engage and affect the following priority populations through this RFGP: communities of color, lesbian, gay, bisexual, transgender, queer/questioning, intersex; American Indian/Alaska Native; migrant population, people living with mental illness; people with disabilities; and people living with fewer financial resources.

The coalitions funded through this RFGP will improve health in Oregon by fostering changes in policies, systems and environments so that Oregonians who bear a disproportionate burden of illness have the opportunity to make healthy choices.

The goal of each coalition is to increase health equity in Oregon by reducing health disparities among one or more of the following populations: Black/African American; immigrants and refugees; Latino; Asian/Pacific Islander; American Indian/Alaska Native; migrant population, and lesbian, gay, bisexual, transgender, queer/questioning and intersex; people living with mental illness; people with disabilities; and people living with fewer financial resources. Coalitions will reduce health disparities by identifying and fostering policy, system and environmental changes that address the social determinants of health.

1.5. Authority

DHS issues this RFGP under the authority of Department of Administrative Services (DAS) Delegation Number 306-08 (as amended), Non-Client Services.

SECTION 2 – MINIMUM QUALIFICATIONS

Proposers must meet all of the following minimum qualifications:

Each Proposer must meet all of the minimum qualifications below to be eligible to respond to this RFGP and to receive funds. Proposers must submit a letter (maximum of three pages), attached to ATTACHMENT 1 - Proposal Cover Sheet, explaining how the Proposer or the Proposer's team meets the following Minimum Qualifications:

2.1. Eligibility

- Community based organizations with nonprofit status, tax exempt under IRS Code § 501(c)(3)
- Research institutions
- Local public health authorities
- Existing coalitions or networks (with a single member organization identified as the fiscal agent and proposer with authority to enter into a Grant Agreement)
- Tribal governments
- Faith-based organizations

2.2. A minimum of two (2) years of experience providing services to and/or programming for at least two of Oregon's priority populations described above.

2.3. A minimum of two (2) years of experience addressing health disparities and/or promoting equity for communities of color.

SECTION 3 – PROGRAM DESCRIPTION

The program description shall require the successful Proposer to meet the highest standards prevalent in the industry or business most closely involved in developing and providing the type of program described in this RFGP.

Successful Proposers will increase health equity in Oregon by completing tasks and activities that build the capacity of their existing or proposed coalition to engage in regional and statewide policy, system and environmental change efforts, including tobacco prevention and action on the social determinants of health.

Successful Proposers will (through an existing or new coalition) coordinate, collaborate, communicate, meet, and engage with state, local and/or tribal public health partners during successful completion of all activities in the Scope of Work. In addition, successful Proposers will provide timely recommendations and feedback to state, county or tribal agencies or organizations on policy language in order to promote equity in policy development, implementation and enforcement.

Successful Proposers will complete each of the following activities.

1. Activity #1: Convene partners and facilitate a new or existing coalition to identify policy, system and environmental changes that will increase health equity in the region or statewide. Through this activity, Proposers will develop and foster relationships across organizational jurisdictions that are representative of the region and that enable the coalition to effectively address social determinants of health equity.

Deliverables:

- a. Documented partner agreements, such as intergovernmental agreements or other documentation, legally binding or not, that describe coalition members, including the role and resources contributed
 - b. Demonstrated participation of priority populations in the coalition.
 - c. Convene coalition, in-person, four (4) times per year at a minimum.
 - d. Demonstrated regional participation in coalition from organizations that are working in sectors that affect health.
 - e. Documented coordination of coalition with state, local and/or tribal public health partners to improve the health equity to priority populations in Oregon.
 - f. Documented structure for coalition that assures equity in leadership, membership, and decision making processes to ensure that populations experiencing inequities in health outcomes are equitably engaged in the coalition.
2. Activity #2: Community assessment and data collection. Through this activity, Proposers will work with coalition members to collect: 1) existing data from within their region on health disparities and health promotion policies; 2) political and individual support and feasibility to address equity through policy, system and environmental changes that address the social determinants of health equity.

Deliverables:

- a. Documented communication by coalition with local public health authorities to share data from tobacco prevention and chronic disease prevention programs.
 - b. Documented communication by coalition with tribal health authorities (if present within the region) to share data from tobacco prevention and chronic disease prevention programs.
 - c. Documentation of at least two (2) qualitative assessment activities such as focus group, key informant interviews or town hall meetings. One activity must include policy decision makers.
 - d. Documented coordination with state, local and/or tribal public health partners to improve the health equity to priority populations in Oregon.
3. Activity #3: Build capacity to reduce health disparities and increase health equity through evidence-based tobacco prevention best-practices and action on the social determinants of health equity. Through this activity, Proposers will participate in the following training events, with a minimum of three (3) coalition members:

Deliverables:

- a. Conduct, under the guidance of DHS and using DHS approved tool, an assessment of the coalition's capacity to do health equity work.
 - b. A minimum of three (3) coalition members will attend and participate in:
 - i. Two (2) eight (8) hour trainings per year.
 - ii. Six (6) webinars, offered every other month by DHS.
 - iii. Up to six (6) webinars offered by other local, state or national agencies that are relevant to the topics, challenges and work process of the coalition (total of nine (9) hours).
 - c. A minimum of three (3) coalition members will participate in project evaluation activities as requested by DHS.
 - d. Documented coordination by the coalition with state, local and/or tribal public health partners to improve the health equity to priority populations in Oregon.
4. Activity #4: Write a regional plan that clearly demonstrates utilization of existing or developing public health assessments and regional data on health disparities and health promotion policies. The plan will also describe the selected priority policy(ies) on which the coalition will focus, and the systems and environmental changes required to improve health equity and address the social determinants of health. Additionally, the regional plan will describe the political and individual support and the feasibility of addressing health equity through policy changes.

Deliverables:

- a. A written five year regional equity plan that includes: policy, system and environmental change objectives; one year objectives; and mid-term objectives set forth in a plan template provided by DHS. By the end of year 1, Proposers are expected to have a final plan for improving health equity in the region that demonstrates: clear goals, objectives and strategies; evaluation methods; and identifies roles and responsibilities of each coalition member. Strategies must include engagement in policy development and implementation, including ongoing capacity building to increase the ability of the coalition and its members to participate on state-level boards, advisory councils, committees and task forces.
 - b. Documented collaboration with state, local and/or tribal public health partners to improve the health equity of priority populations in Oregon.
5. Activity #5: Report, disseminate and communicate the coalition recruitment process, meetings, data collection and plan. Through this activity, Proposers will write abstracts, reports, fact sheets and use earned media to publicize their work, build citizen and

political will to increase health equity in their region, and report back to the region at large the process and progress of the coalition towards a regional equity plan.

Deliverables:

- a. Proposers will use earned media, at a minimum of three (3) distinct points during the project. These will break down as follows: 1) to recruit coalition members; 2) to share highlights of data collected and gathered by the coalition; and 3) to share and describe implementation of the regional equity plan developed by the coalition.
 - b. Proposers will write a case study of their coalition building process and the coalition's regional health equity data or regional health equity plan based on a template provided by DHS.
 - c. Proposers will submit at least one (1) abstract to the Oregon Public Health Association describing any activity or all activities undertaken by their coalition.
 - d. Documented collaboration with state, local or tribal public health partners to improve the health equity of priority populations in Oregon.
6. Activity #6: Prepare and submit narrative quarterly and annual reports describing: (a) activities in process; (b) activities completed; (c) collaboration with state, local or tribal public health partners; and (d) other information as requested.

Deliverables:

- a. Quarterly reports
- b. Annual reports

This funding may not be used to provide individual or program related services, such as: health care services; tobacco cessation; diabetes education etc.

SECTION 4 – RFGP PROCESS

4.1. Sole Point of Contact (SPC)

Mike Hewitt, Contracts Specialist, or Designee
Department of Human Services
Office of Contracts and Procurement
250 Winter Street, NE, Room 306
Salem, Oregon 97301
Telephone: (503) 945-6080
Fax: (503) 378-4324
E-Mail: Michael.r.hewitt@state.or.us
TTY: (503) 947-5330

All communications with DHS concerning this RFGP must be directed only to the SPC named above, or designee. Any unauthorized contact regarding this RFGP with other State employees

or officials may result in proposal rejection. Any oral communications will be considered unofficial and non-binding. The Oregon Procurement Information Network (ORPIN) will be used to distribute all information regarding this RFGP. Any additional information received in writing from the SPC is also considered official.

4.2. Timeline for RFGP and Proposal Submission

RFGP Opens	May 9, 2011
RFGP Questions Due.....	May 18, 2011 (Local Time)
RFGP Answers Returned (approximately)	May 27, 2011
RFGP Closes. Proposals Due	June 8, 2011, 3:00 P.M. (Local Time)
Public Opening	June 8, 2011, 3:15 PM Local Time
Public Opening Location	Issuing Office Mt. Hood Conference Room
Notice of Intent to Award (estimated)).....	June 17, 2011

4.3. Closing Date for Submittal of Proposals

The Office of Contracts and Procurement must receive Proposals by the date and time specified in section 4.2, “Timeline for RFGP and Proposal Submission.” Proposals shipped must be addressed as follows:

Department of Human Services
Office of Contracts and Procurement
RFGP #3223
Attn: Mike Hewitt, Contracts Specialist
250 Winter Street, NE, Room 306
Salem, Oregon 97301

Hand delivery of proposals is optional. Hand delivered proposals must be received at the DHS Office of Contracts and Procurement, 250 Winter Street NE, Third Floor, Room 306; Salem, Oregon, by the date and time specified in section 4.2. **All Proposals hand-delivered must have a completed receipt of delivery, which will be provided at the time of delivery.** Proposals must be submitted in a sealed package addressed as shown above with the name of the SPC and the RFGP #3223 visible on the outside of the package.

Proposals received after closing date and time are late and will not be evaluated. **Postmarks, Faxed, and electronic Proposals will NOT be considered.**

4.4. Pre-proposal Questions Relating to This RFGP

Questions about this RFGP document, including specifications, Grant Agreement terms and conditions, or the Solicitation process must be submitted in writing (with the questioner’s address and phone) to the SPC. Faxes are acceptable (include questioner fax number) and must be received by the SPC by the date and time specified in section 4.2. Notification of any substantive clarifications provided in response to any question will be provided and published at the ORPIN web site below. For complete RFGP documentation please go to the ORPIN web site:

<http://orpin.oregon.gov/open.dll/welcome> and view RFGP #3223.

DHS will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on ORPIN. Addenda may be downloaded off ORPIN. Proposers are responsible to frequently check ORPIN until date of RFGP Closing.

4.5 Public Opening

DHS will conduct a public opening on the date and time, and at the location, stated on the first page of this RFGP, unless changed by addendum using the methodology described in ORS 279B.060(5)(a) and OAR 125-247-0450. The Proposals received will not be opened except to identify Proposer if the Proposer's name is not otherwise identifiable. Only the name of the Proposer will be read at the opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the notice of intent to award is issued or this RFGP is cancelled.

SECTION 5 – PROPOSAL REQUIREMENTS

5.1 Overview

Proposals must be submitted using only 8 ½" x 11" white paper, 12 point font type in Times New Roman or Garamond. Proposals should be typed but without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposals. **A signed original and seven (7) copies of the Proposal must be submitted.** Original and all copies should be double-sided. Submissions in response to this RFGP must be in the form of a Proposal Package containing the Proposal and all required supporting information and documents, and must be contained in a sealed package addressed to the Contract Specialist and clearly marked **"PROPOSAL TO RFGP #3223."** A representative authorized to bind the Proposer must sign the Proposal in ink. Failure of the authorized representative to sign the Proposal will subject the Proposal to rejection by DHS.

Proposals must address all Proposal and submission requirements set forth in this RFGP, and must describe how the services will be provided. Proposals that restate the offer to provide services as described in this RFGP will be considered non-responsive to this RFGP and will not be considered further.

Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFGP. Only those Proposals that include complete information as required by this RFGP will be considered for evaluation.

5.2 Technical Proposal

General Requirements. All Proposals shall include the items listed in this Section. All materials should be in the order listed below. Page limits are noted, when relevant, and assume single-spaced lines and one (1) inch margins. Unless otherwise specified, no particular form is required.

5.2.1 Proposal Cover Sheet: Complete all sections of the Proposal Cover Sheet (Attachment #1) including signature from the authorized representative. This page must be included as the top page of the Proposal.

5.2.2 Insurance Requirements: Describe your current insurance coverage for the following types of insurance: general commercial and automobile liability (See Exhibit C, Sample Grant Agreement). If Proposer does not currently possess insurance adequate to the coverage required under this RFGP, Proposer will be required to secure insurance as described in the attached Grant Agreement prior to execution of the Grant Agreement.

5.2.3 Executive Summary: The executive summary is the primary description of the Proposer's intended activities for dissemination to all DHS staff and partners. As such, it will be incorporated into websites, listserv mailings, meetings and other communications and should be written with this in mind.

Briefly present Proposer's application of Sections 5.2.4 through 5.2.5 with an introduction and other information Proposer deems essential to the purpose described in this Section (5.2.3). (1 page)

5.2.4 Organizational Capacity and Experience: (2 pages)

- 5.2.4.1 Describe Proposer's experience serving communities of color and other priority populations. Describe how members of communities of color and other priority populations are directly involved in the leadership, management and staffing of the organization.
- 5.2.4.2 Briefly describe Proposer's experience and capacity in developing or advocating for policies that address system and/or environmental change at a local, regional, or statewide level. Include the number of years and outcomes. If Proposer does not have experience in statewide or local policy, systems and environmental change, describe how previous organizational activities could build to a policy change.
- 5.2.4.3 If the local public health authority and/or tribal health service is not the lead Proposer in your defined region (See Section 5.2.5), describe how Proposer will inform and involve local public health authority and/or tribal health service in the activities of the collaboration.
- 5.2.4.4 Describe how Proposer's existing or proposed coalition will promote equity and include organizations that directly serve and/or are representative of priority populations, as demonstrated by service statistics and staff/board demographics.

5.2.5 Regional and Coalition Profile: Provide a brief overview of the demographics of Proposer's region including race/ethnicity, income information, and those living with a disability or mental illness. Explain how the geography of Proposer's region will affect Proposer's coalition's work. Provide a description of the plan to continue to enhance and expand the engagement of priority populations, particularly communities of color in coalition leadership and a membership. Please explain how political/jurisdiction lines may affect the work Proposer's

coalition undertakes. Please describe the number of county and/or tribal public health departments or districts who work in the region. (1 ½ pages)

5.2.6 Letters of Commitment: Letters of Commitment must include: (a) the name, email and phone number for three (3) existing or proposed coalition members, other than Proposer; (b) an explicit statement describing the author's commitment to participate in the coalition including anticipated staff time to attend coalition meetings and required trainings; (c) how the coalition's goals as described in this RFGP relate to the goals, mission or vision of the author's organization; (d) the author's understanding of the Proposer's budget and any financial agreements to date; and (e) the author's experience and commitments to promoting health equity and eliminating social barriers to optimal health. Organizations submitting letters of commitment **may** be contacted by DHS during proposal review. (3 pages total – 1 page per partner)

5.2.7 Key Persons. Specify key personnel of Proposer or new or existing coalition members to be assigned to this Project, and include a resume (not to exceed one (1) page each) for each individual to be involved that demonstrates qualifications and experience for the requested services. Key persons should not be limited to only staff from the Proposer, but must include representation from multiple cross-sector organizations as part of the coalition's leadership team. Key persons should demonstrate existing and effective working relationships with communities of color and other priority populations, and should also be an invested resident and community member in the region. If new staff will be hired to conduct work, please list expected competencies/position description and describe Proposer's plan for recruiting and hiring staff within 30 days of the award of grant. (2 pages)

5.2.8 Fiscal Stability. Briefly describe Proposer's experience with, and current strategies for, ensuring that the Proposer conducts business in a fiscally responsible manner and remains financially solvent through the proposed grant period. If Proposer is a corporation (as opposed to an individual or governmental entity): identify the staff or board members that have fiscal responsibilities; and include a copy of the Proposer's monthly financial statement for the prior 3 months, and a Statement of Financial Position (aka – a Balance Sheet for the month immediately prior to the month in which you are presenting your proposal), or, if the Proposer is a "new" entity, include a copy of a business plan or project budget completed within the last year. Include names and addresses of any government or private agencies with which the Proposer has contracted to provide services within the last three years as an attachment. (½ page)

5.3. Cost Proposal:

1. Provide a detailed budget that includes expenditures for all the work contained in the Program Description, including any work sub-contracted to other coalition members or entities.

Please include line items for: personnel, travel, supplies, other costs, and a maximum of 10% for overhead costs. For personnel, include the title of all positions for staff that will perform the work, list the percentage of time to be spent on the work, the annual salary for each listed position, the number of months the percentage of salary is budgeted, and a brief description of each position's job responsibilities (See examples of budget formats in Attachment 3).

2. All proposed travel and meal expenses (including Proposer's and sub-grantees) must not exceed Oregon per diem rates, which are found on the web at:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

SECTION 6 – PROPOSAL EVALUATION

Proposals must be complete at the time of submission and include the required number of copies. DHS will conduct a comprehensive and impartial evaluation of the proposals received. Proposals will be evaluated by a Review Panel selected by DHS. The Review Panel will evaluate the proposals and rank them according to the scoring system described below.

Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFGP with emphasis on completeness and clarity of content. Evaluators will consider brevity, completeness and clarity of responses in scoring Proposals.

Proposals will be scored on a scale of **0 to 95 points**. Maximum point values and evaluation criteria for each section are described below.

Award, if one or more is made, will be made to the highest ranked responsive, responsible Proposer(s) subject to Section 6.4.

6.1 Pass/Fail Components:

- 6.1.1 Does the Proposal comply with Section 5, Proposal Requirements?
- 6.1.2 Did Proposer comply with Section 2, Minimum Qualifications?

6.2 Technical Proposal Evaluation

- 6.2.1 Executive Summary: Does the executive summary briefly present the Proposer's application? Will the executive summary fill the need described in Section 5.2.3 for communication with DHS staff and partners and incorporation into websites, listserv mailings, meetings and other communications?

Maximum Score 5 points

- 6.2.2 Organizational Capacity and Experience: Are the organizational capacity and experience sufficient for Proposer to successfully implement the Program Description and all proposed activities? Does the Proposer describe sufficient inclusion of racial/ethnic minorities in the organization's leadership, management, staffing, vision and mission?

Maximum Score 20 Points (5 points per sub-section)

- 6.2.3 Regional and Coalition Profile: Does the Proposer demonstrate sufficient knowledge of, history of and experience working with communities of color and other priority populations living in their region? Does the Proposer demonstrate thoughtfulness in describing how regional geography will affect the coalition's work? (Section 5.2.5)

Maximum Score 30 Points

- 6.2.4 Letters of Commitment: Did the Proposer include three (3) letters of commitment that include the name, email and phone number for three (3) coalition references? Does each Letter of Commitment include: (a) an explicit statement describing the author's commitment to participate in the coalition including anticipated staff time to attend coalition meetings and required trainings; (b) how the coalition's goals as described in this RFGP relate to the goals, mission or vision of the author's organization; (c) author's understanding of the Proposer's budget; (d) author's experience and commitment to promoting health equity and eliminating social barriers to optimal health? Is each letter of commitment from an organization that is different from the Proposer? (Section 5.2.6)

Maximum Score 5 Points

- 6.2.5 Do key personnel submitted by Proposer have sufficient and appropriate knowledge, skills and experience to conduct the work proposed by the Proposer? Do the key personnel submitted by Proposer meet the criteria laid out in the RFGP? Are key persons that comprise the leadership team representative of multiple cross-sector organizations? Are the key persons invested residents and community members in the region in which they live and/or work? (Section 5.2.7)

Maximum Score 15 Points

- 6.2.6 Fiscal Stability:
Did the Proposer demonstrate the ability for fiscal soundness and stability and demonstrate prudent fiscal practices either based on successful completion of similar projects, successful audits, and statement of financial position/balance sheet, project budget or a copy of recent business plan? (Section 5.2.8)

Maximum Score 5 Points

- 6.2.7 Cost Proposal:
Does the budget include: (a) a detailed budget that includes expenditure for all the work contained in the Program Description; (b) line items for: personnel, travel, supplies, other costs, and a maximum of 10% for overhead costs; (c) For personnel, the title of all positions for staff that will perform the work, list the percentage of time to be spent on the work, the annual salary for each listed position, the number of months the percentage of salary is budgeted, and a brief description of each position's job responsibilities; (d) adequate travel and meal expenses (including Proposer's and sub-grantees); (e) a cost summary for travel,

including travel time rates and maximum charges, and any anticipated mileage, lodging, and meals, all within Oregon per diem rates? Is the budget realistic to achieve the activities in the scope of work? (Section 5.3) (See examples of budget formats in Attachment 3)

Maximum Score 15 points

6.3 Evaluation Factors Checklist

Each Proposal must clearly meet the pass/fail criteria and address the scored criteria. Evaluation factors and maximum points are presented below.

SCORED CRITERIA		
Evaluation Criteria		Maximum Score
	Proposal Cover Sheet	Pass/Fail
	Insurance requirements	Pass/Fail
	Executive Summary	5
	Organizational Capacity and Experience:	20 Total
	<ul style="list-style-type: none"> Experience serving communities of color and other priority populations (5.2.4.1) 	5
	<ul style="list-style-type: none"> Experience and capacity in policy, system and environmental change; or experience building to policy, system and environmental change 	5
	<ul style="list-style-type: none"> Involvement of county, health district or tribal public health authority 	5
	<ul style="list-style-type: none"> Inclusion of organizations that directly serve and/or represent priority populations 	5
	Regional and Coalition Profile	30
	Letters of Commitment	5
	Key Personnel	15
	Fiscal Stability	5
	Cost Proposal/Budget	15
	TOTAL POINTS	95

6.4 Final Selection and Award

All costs for submitting a response to this RFGP shall be borne by the Proposer.

Awards, if one or more are made, will be made to the highest ranked Proposer(s). Proposer ranking will be determined by its total score on the Technical Proposal. DHS will enter into negotiations with the highest ranked Proposer(s) with verifiable references. References for the highest ranked Proposer will be contacted to verify that Proposer has the skills and requirements that Proposer has included in its Proposal.

DHS may choose to not award any Grant Agreements. In the event that negotiations with the highest ranked Proposer(s) are not successful within a reasonable time frame, DHS reserves the right to terminate negotiations with the highest ranked Proposer(s), and negotiate with the next highest ranked Proposer(s) and so on, until successful negotiations are completed or DHS decides to terminate all negotiations and cancel the solicitation. The determination of what constitutes a reasonable time frame for purposes of this paragraph shall be solely at the determination of DHS. This protocol will be followed until one or more Grant Agreements have been signed. If all Proposals are rejected, Proposer(s) will be promptly notified.

6.5 Disqualification

Any attempt by a Proposer to influence a member of the evaluation committee during the Proposal review and evaluation process will result in the elimination of that Proposer's Proposal from consideration.

SECTION 7 – GENERAL INFORMATION

7.1 Changes/Modification and Clarifications

When appropriate, DHS will issue revisions, substitutions, or clarifications as addenda to this RFGP. Changes/modifications to the RFGP shall be recognized *only* if in the form of written addenda issued by Department and posted on ORPIN Site.

7.2 Reservation of Department Rights

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

- Amend or cancel this RFGP without liability if it is in the best interest of DHS to do so, in accordance with the methodology set forth in ORS 279B.100;
- Reject any and all Proposals received by reason of this RFGP upon finding that it is in the best interest of DHS to do so;
- Waive any minor informality;
- Seek clarification of each Proposal;
- Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;

- Negotiate the program description within the program description described in this RFGP and to negotiate the amount of grant funds awarded;
- Amend or extend the term of any Grant Agreement that is issued as a result of this RFGP;
- Engage successful Proposer/grantee by selection or procurement for different or additional services independent of this RFGP process and any agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a Grant Agreement with a responsive Proposer, in the event that the Proposer is the sole Proposer to this RFGP, and DHS determines that the Proposer satisfies the minimum RFGP requirements;
- Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the procurement process or that rejecting the Proposal is in DHS' best interest.

7.3 Award Notice

The apparent successful Proposer shall be notified in writing and DHS will set the time lines for negotiation.

7.4 Modification or Withdrawal

- (a) **Modifications.** A Proposer may modify its Proposal in writing prior to the Closing. A Proposer must prepare and submit any modification to its Proposal to DHS in accordance with Paragraph 4.3, above. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer must mark the submitted modification "Proposal Modification RFGP Number 3223 ", and be addressed to the attention of the SPC.
- (b) **Withdrawals:** A Proposer may withdraw its Proposal by Written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer, delivered to the SPC in person or in the same manner as set forth in Paragraph 4.3, above. The Proposer must mark the written request to withdraw "Proposal Withdrawal to RFGP Number 3223".

7.5 Release of Information

No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFGP process.

7.6 Public Information

- (a) All Proposals are public information after the Proposals have been opened and apparent successful Proposer(s) selected, and all protests are public information after the protest period ends. If any part of a Proposal or protest is considered a trade secret or exempt from disclosure under the Oregon Public Records Law for any other reason, the Proposer shall, at the time of submission, clearly designate that portion as confidential in order to obtain protection, if any, from disclosure. See Oregon Revised Statutes 192.501(2) and 646.461 to 646.475 for a discussion of trade secrets. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

- (b) Any person may request copies of public information. However, copies of Proposals will not be provided until the evaluation process has been completely closed and an apparent successful Proposer has been selected. Requests for copies of public information shall be in writing. Requestors will be charged according to the current DHS policies and rates for public records requests in effect at the time DHS receives the written request for public information. Fees, if applicable, must be received by DHS before the records are delivered to the requestor.

7.7 Cost of Proposals

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

7.8 Statutorily Required Preferences

The following Preferences and rules apply to this Procurement:

- (a) Preference for Oregon Supplies and Services, pursuant to ORS 279A.120 and OAR 125-246-0300 and 125-246-0310;
- (b) Preference for recycled materials, pursuant to ORS 279A.125 and OAR 125-246-0320 through 125-246-0324; and
- (c) Performance within the state of public printing, binding and stationery work, pursuant to ORS 282.210.
- (d) Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the Grant work set forth in this document. Proposers must also comply with OAR 125-247-0260(2)(d).

7.9 Grant Period

Initial term of the Grant shall be for the period stated in Section 1.1. If DHS determines that the work performed has been satisfactory, DHS may at its option, amend or extend the Grant for additional time and for additional dollars without further solicitation up to five (5) years. Modifications or extensions shall be by written amendment duly executed by the parties to the original Grant Agreement see Form Grant Agreement, Attachment 2, Exhibit A, Part B.

7.10 Contractual Obligation

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

7.11 Grant Documents

The final Grant will be based on the Grant Agreement form, which is attached as Attachment 2 to this RFGP, and will include all exhibits and attachments identified in the Grant Agreement, including this RFGP and the successful Proposer's Proposal. The terms and conditions set forth in Sections 1 through 17 and the Federal Terms and Conditions included in Attachment 2, are not subject to negotiation.

ATTACHMENT 1 - Proposal Cover Sheet

Proposer Information

RFGP # 3223

Organization Name: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

Name: _____ Title: _____

By signing this page and submitting a Proposal, the official certifies that the following statements are true:

1. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer 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. Information and costs included in this Proposal shall remain valid for 90 days after the Proposal due date or until a grant is approved, whichever comes first.
4. The statements contained in this Proposal are true and complete to the best of the Proposer's knowledge and Proposer accepts as a condition of the grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.
5. The Proposer acknowledges receipt of all addenda issued under this Procurement.
6. If the Proposer is awarded a grant as a result of this RFGP, the Grantee will be required to complete, and will be bound by, a Grant Agreement in substantially the form attached to this RFGP and found on the ORPIN website. At the time of signing the grant with DHS, the Grantee will be required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to DHS.

Grantee agrees to meet the highest standards prevalent in the industry or business most closely involved in developing and providing the type of program described in this RFGP.

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

*** THIS PAGE MUST BE THE TOP PAGE OF THE PROPOSAL ***

ATTACHMENT 2 – Form Grant Agreement

Grant Agreement No.

DEPARTMENT OF HUMAN SERVICES GRANT AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to DHS.Forms@state.or.us or contact the Office of Document Management at (503) 378-3523, and TTY at (503) 378-3523.

This Grant Agreement (or “Contract”) is entered into between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS”, and

Grantee or Contractor
d.b.a. Facility or Assumed Name
Address
Address
Telephone: (optional)
Facsimile: (optional)
E-mail address (optional)
Contractor's home page URL, if applicable (optional)

hereinafter referred to as “Grantee” or “Contractor.”

The parties acknowledge and agree that, effective July 1, 2011, all references herein to DHS shall mean the Oregon Health Authority (“OHA”) as successor to DHS and any right or obligation of DHS under this Agreement shall be a right or obligation of OHA.

The Program supported under this Grant Agreement relates principally to DHS’

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and all necessary approval obtained. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2012 (the "Termination Date"). DHS reserves the right to amend this Agreement for additional time of up to a maximum duration of five (5) years and for additional money, contingent upon need and funding availability. Anticipated amendments may include those for additional facilitation, coordination, planning, and evaluation services related to DHS strategic activities. DHS will not disburse Grant moneys under this Agreement until this Agreement has been fully executed. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Grantee 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:

Exhibit A:	Program Description
Exhibit B:	Required Federal Terms and Conditions
Exhibit C:	Insurance Requirements
Grantee's Proposal in response to DHS Request for Grant Proposal No. 3323.	

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

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit B; Exhibit A, Grantee's Proposal and Exhibit C.

3. **Grant; and Vendor or Sub-recipient Determination.**

- a. **Grant.** In accordance with the terms and conditions of this Agreement, DHS shall provide Grantee with a maximum not to exceed amount of \$_____ (the "Grant") to support and assist the operation of the program described in Exhibit A, attached hereto and incorporated herein by this reference (the "Program").

Grant funds are from the following source(s):

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

- b. **Vendor or Sub-recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102 and DHS procedure Contractual Governance, DHS' determination is that:

☐ Grantee is a sub-recipient; OR ☐ Grantee is a vendor

4. Disbursement and Recovery of Grant Moneys.

- a. **Disbursement Generally.** Subject to sections 1, 3.a. and 4.b., DHS shall disburse the Grant moneys to Grantee as soon as practicable after execution of this Grant Agreement.
- b. **Conditions Precedent to Disbursement.** DHS' obligation to disburse grant funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- (1) DHS has received sufficient funding, appropriations, and other expenditure authorizations to allow DHS, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - (2) Grantee's representations and warranties set forth in section 5 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - (3) No default as described in section 11 has occurred.
- c. **Use, Availability and Recovery of Grant Funds.**
- (1) **Use of Grant Funds.** Grantee as recipient of Grant funds pursuant to this Grant Agreement with the State of Oregon, shall assume sole liability for Grantee's breach of the conditions of this Grant Agreement, and shall, upon Grantee's breach of grant conditions that causes or requires the State of Oregon to return funds to the provider of the Grant funds, if any, to the State of Oregon, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to its provider of Grant funds.
 - (2) **Funds Available and Authorized; Payments.**

Grantee shall not be compensated for Program expenditures under this Agreement by any other agency or department of the State of Oregon or the federal government. DHS certifies at the time this Grant Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Grant Agreement within the DHS' biennial appropriation or limitation. Grantee understands and agrees that DHS' payment of amounts under this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority

sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- (3) **Recovery of Grant Moneys.** Any Grant moneys disbursed to Grantee 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 upon the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to DHS. Grantee shall return all Misexpended Funds and Unexpended Funds to DHS promptly after DHS’ written demand and no later than 15 days after DHS’ written demand.

5. Representations and Warranties. Grantee represents and warrants to DHS as follows:

- a. **Organization and Authority.** Grantee is a non-profit corporation or governmental entity duly organized and validly existing under the laws of the State of Oregon. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Grantee of this Agreement: (1) have been duly authorized by all necessary action of Grantee; (2) 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 Grantee’s Articles of Incorporation or Bylaws or other organizational laws or agreements; and (3) 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 Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing, registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Grantee of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 6. Expenditure of Grant Moneys.** Grantee may expend the Grant moneys solely to cover costs necessarily incurred by Grantee in operating the Program and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law:

- a. Grantee may not use the Grant moneys to retire any debt or to cover any obligations incurred prior to the effective date or after the expiration or termination of this Agreement; and
- b. Expenditure of Grant funds under this Agreement is subject to requirements, restrictions and procedures as specified in Federal Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations, if Grantee is a non-profit organization subject to such regulation.

7. Records Maintenance, Access, and Confidentiality.

- a. **Access to Records and Facilities.** DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement or the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records other than those books, documents, papers and records detailing the delivery of specific Program services to specific individuals. Grantee shall permit authorized representatives of DHS to perform site reviews of all services delivered as part of the Program.
- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records, which are directly related to this Agreement or the Grant moneys for a minimum of five (5) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration or termination of this Agreement. If there are unresolved audit questions at the end of the five-year period, Grantee shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Grantee shall document the expenditure of all Grant moneys disbursed by DHS under this Agreement. Unless applicable federal law requires Grantee to utilize a different accounting system, Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the Grant moneys were expended.
- d. **Confidentiality.** Grantee may not disclose to a third party any information concerning a recipient of services financed in whole or in part with Grant moneys unless such disclosure is directly connected with the administration of Grantee's responsibilities with respect to those services and the disclosure is otherwise permissible under applicable state and federal confidentiality laws or the service recipient provides written consent to the disclosure.

8. **Reserved.**
9. **Reporting Requirements.** Grantee shall prepare and furnish to DHS written reports as described in Exhibit A, Program Description.
10. **Information Privacy/Security/Access.** If the work performed under this Grant Agreement requires Grantee or, when allowed, its subcontractor(s) or subgrantee(s), to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Grantee access to such DHS Information Assets or Network and Information Systems, Grantee shall comply and require any subcontractors or subgrantees to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.
11. **Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. Grantee fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by Grantee herein, or in any documents or reports relied upon by DHS to monitor operation of the Program, the expenditure of Grant moneys or the performance by Grantee, is untrue in any material respect when made;
 - c. Grantee: (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 Grantee, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (3) similar relief in respect to Grantee 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 Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

12. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from DHS or such longer period as DHS may authorize in its sole discretion, DHS may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from DHS. If, as a result of Grantee's default, DHS demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee shall pay the amount upon DHS' demand.

13. Termination.

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

- (1) For its convenience, upon 30 calendar days advance written notice to Grantee.
- (2) Immediately upon written notice to Grantee, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state and other sources sufficient to meet the payment obligations of DHS under this Agreement.
- (3) Immediately upon written notice to Grantee if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that DHS does not have the authority to provide Grant moneys for the Program or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.
- (4) Upon 30 calendar days advance written notice to Grantee, if Grantee 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 DHS may specify in the notice.
- (5) Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee to operate the Program is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee no longer meets requirements to operate the Program.

(6) Immediately upon written notice to Grantee, if DHS determines that Grantee has endangered or is endangering the health or safety of an individual receiving services as part of the Program or others.

b. **Grantee Termination.** Grantee may terminate this Agreement for its convenience, upon 90-calendar days advance written notice to DHS.

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

14. Effect of Termination. Upon termination of this Agreement, DHS shall have no further obligation to disburse Grant moneys to Grantee, whether or not the entire Grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed Grant moneys shall end. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or DHS' right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant moneys actually received by Grantee under this Agreement, or with respect to portions of the Program actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Grantee's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on Grantee's expenditure of Grant moneys actually received by Grantee hereunder, or DHS' right to recover from Grantee, in accordance with the terms of this Agreement, any Grant moneys disbursed to Grantee that are identified as Misexpended Funds or Unexpended Funds.

15. Reserved.

16. General.

a. **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 Grantee or DHS at the address, e-mail address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile or e-mail shall be effective on the day the transmitting machine generates a receipt of or indicates 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. To be effective against DHS, any notice transmitted by facsimile or e-mail must be confirmed by telephone notice to DHS' Office of Contracts and Procurement

(503) 945-5818. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to DHS:

Office of Contracts & Procurement
Department of Human Services
250 Winter Street, 3rd Floor
Salem, Oregon 97301
Telephone Number: (503) 945-5818
Fax Number: (503) 378-4324
E-mail:

Notices to Grantee:

Contact Name (optional)
Street Address
City, State Zip
Telephone: 000-000-0000
Facsimile: 000-000-0000
E-mail:

- b. **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.
- c. **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.
- d. **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 DHS (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS

AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM
JURISDICTION OF SAID COURTS.

- e. **Compliance with Law.** Grantee shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Grantee expressly agrees 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) ORS 659A.403, 659A.406 and 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 operation of the Program, and (c) the federal laws, regulations and executive orders described on Exhibit B, attached hereto and incorporated herein by this reference. 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. DHS' performance under this Agreement is conditioned upon Grantee's compliance with statutory requirements, as applicable, for: payment, contributions, liens and withholding (as set forth in ORS 279B.220); hours of labor (as set forth in ORS 279B.235); payment for medical care and providing workers' compensation (as set forth in ORS 279B.230); and use of recovered resources and recycled materials (as set forth in ORS 279B.270). Grantee shall, to the maximum extent economically feasible in operation of the Program, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)). All employers, including Grantee, 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.

f. **Ownership of Work Product**

- (1) Definitions. As used in this Section 16.f., and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (a) "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Program.
 - (b) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or Grantee.
 - (c) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DHS pursuant to the Program.

- (2) Original Works. All Work Product created by Grantee pursuant to the Program, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of DHS. DHS and Grantee agree that all Work Product is "work made for hire" of which DHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Program is not "work made for hire," Grantee hereby irrevocably assigns to DHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Program, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon DHS' reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in DHS. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Program, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Grantee under this Agreement is Grantee Intellectual Property, a derivative work based on Grantee Intellectual Property, or a compilation that includes Grantee Intellectual Property, Grantee hereby grants to DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Grantee Intellectual Property and the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

In the event that Work Product created by Grantee under this Agreement is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, a compilation that includes Third Party Intellectual Property, Grantee shall secure on DHS' behalf and in the name of DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

g. **Assignment of Agreement, Successors in Interest.**

- (1) Grantee shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of DHS. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as the DHS may deem necessary. In addition to any other provisions DHS may require, Grantee shall include in any permitted subcontract and in any contract implementing any permitted subgrant of Grant moneys, a

requirement that the subcontractor or subgrantee be bound by sections 5, 7, 10, 16.b., 16.d., 16.e., 16.f., 16.g., 16.h., 16.m., 16.o., and 16.p. of this Agreement as if the subcontractor or subgrantee were the Grantee hereunder. No approval by DHS of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement nor will DHS' approval of an assignment, transfer, subcontract or subgrant relieve Grantee of any of its duties or obligations under this Agreement.

(2) 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.

- h. **No Third Party Beneficiaries.** DHS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Grantee's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS 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.
- i. **Integration and Waiver.** This Agreement, including all Exhibits, 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. 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.
- j. **Amendment.** No waiver, consent, 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 waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Grantee, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- k. **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.
- l. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

- m. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- n. **Force Majeure.** Neither DHS nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war which is beyond, respectively, DHS' or Grantee's reasonable control. 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.
- o. **Survival.** Sections 4.c., 5, 7, 10, 13, 14, 16.d., 16.f., 16.h., 16.o., 16.p., and 16.q. 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 DHS' right to enforce this Agreement with respect to any default by Grantee that has not been cured.
- p. **Insurance.** During the term of this Agreement, Grantee shall maintain in force at its own expense, each insurance, as identified in Exhibit C, Insurance.
- q. **Indemnity.** Grantee shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify the State of Oregon and DHS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in operation of the Program. Neither Grantee nor any attorney engaged by Grantee, or any subcontractor of Grantee shall defend the claim, suit or action in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall Grantee or any subcontractor of Grantee settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

17. Grantee Data and Certification

- a. **Grantee Tax Identification and Insurance Information.** Grantee shall provide Grantee's Social Security number or Grantee's federal tax ID number and the

additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Please print or type the following information

If Grantee is self-insured for any of the Insurance Requirements specified in section 16.p. of this Agreement, Grantee may so indicate by writing "Self-Insured" on the appropriate line(s).

Name (exactly as filed with the IRS) _____

Address _____

Telephone: () _____ - _____ Facsimile: () _____ - _____

Nonresident alien ☐ YES ☐ No DUNS Number: _____

Proof of Insurance:

Workers Compensation Insurance Company _____

Policy # _____ Expiration Date: _____

Commercial General Insurance Company _____

Policy # _____ Expiration Date: _____

Auto Insurance Company _____

Policy # _____ Expiration Date: _____

Business Designation (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other _____ |

The above information must be provided prior to Grant execution. Grantee shall provide proof of Insurance upon request by DHS or DHS designee. DHS may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

- b. Certification. By signature on this Grant, the undersigned hereby certifies under penalty of perjury that:
- (1) The undersigned is authorized to act on behalf of Grantee and that Grantee 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 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax),

316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The number shown in Section 17.a. is Grantee's correct taxpayer identification and all other information provided in Section 17.a. is true and accurate;
- (3) Grantee is not subject to backup withholding because:
 - (aa) Grantee is exempt from backup withholding;
 - (bb) Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (cc) The IRS has notified Grantee that Grantee is no longer subject to backup withholding; and
- (4) Grantee is an independent contractor as defined in ORS 670.600.

GRANTEE, 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.

DHS HAS NO OBLIGATION TO RELEASE FUNDING UNDER THIS GRANT PRIOR TO NECESSARY STATE APPROVALS.

IN WITNESS WHEREOF, THE PARTIES BY THEIR RESPECTIVE SIGNATURES
HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH
BELOW.

SIGNATURES

GRANTEE NAME:

By:

Authorized Signature

Title

Date

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature

Title

Date

Approved by the Department of Administrative Services:

With Protect Form on, click here

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

With Protect Form on, click here

With Protect Form on, click here

Assistant Attorney General

Date

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

Authorized Signature

Title

Date

DHS Office of Contracts and Procurement:

Contract Specialist

Date

EXHIBIT A
Part 1
Definitions

RESERVED

EXHIBIT A
Part 2
Program Description

Overview:

Tasks and Activities:

Deliverables:

EXHIBIT A
Part 3
Payment and Financial Reporting

Payment and Financial Reporting

- A. DHS will disburse the Grant funds under this Grant Agreement as soon as practicable after execution of the Grant Agreement. Nevertheless, Grantee shall submit a quarterly report on or before the 15th day of each 3 month period specified by DHS that includes a complete listing of Agency's completion of the required activities and deliverables required above and the costs incurred in performing the same. Each quarterly report shall describe: (a) activities in process; (b) activities completed; (c) collaboration with state, local or tribal public health partners; and (d) other information as requested.

The disbursement of Grant funds under this agreement shall be subject to the provisions of Section IV. CONSIDERATION and shall not exceed the maximum sum of \$_____

The quarterly reports must be sent to the following representative:

(Fill in with name of Office, Program, etc.)

(Insert address)

(Insert city, state, zip)

Contract Administrator: (Insert Name) or delegate

Telephone: (Insert)

Facsimile: (Insert)

E-mail address: (Insert)

- B. DHS will not disburse any amount in excess of the maximum amount set forth above. If this maximum amount is increased by amendment of this agreement, the amendment must be fully effective before Grantee performs any work subject to the amendment and Grantee disburses any additional funds. Grantee shall notify DHS' supervising representative in writing thirty (30) days before this agreement expires of the upcoming expiration of the agreement. No grant funds will be disbursed before the beginning date or after the expiration date of this Agreement.

**DEPARTMENT OF HUMAN SERVICES
GRANT AGREEMENT**

**EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, 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

Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor 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 Contract: (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, (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, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, 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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then Contractor 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 Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations

If this Contract, including amendments, exceeds \$100,000 then Contractor 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. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of

Violating Facilities. Violations shall be reported to DHS, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor 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

Contractor 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 (Pub. L. 94-163).

5. Truth in Lobbying

The Contractor certifies, to the best of the Contractor's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Contractor 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.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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.

6. HIPAA Compliance

DHS is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). DHS must comply with HIPAA to the extent that any Work or obligations of DHS arising under this Contract are covered by HIPAA. Contractor shall determine if Contractor is subject to HIPAA in the performance of any Work or other obligations under this Contract. To the extent that

Contractor is subject to HIPAA, Contractor shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 *et. seq.*, or DHS Notice of Privacy Practices, if done by DHS. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at <http://dhsforms.hr.state.or.us/Forms/served/DE2090.pdf>, or may be obtained from DHS.
- b. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with DHS in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with DHS and shall comply with DHS EDI Rules.
- c. Consultation and Testing. If Contractor reasonably believes that the Contractor's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the DHS Information Security Office. Contractor or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.

7. Resource Conservation and Recovery

Contractor 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 USC 6901 *et. seq.*). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Audits

- a. Contractor shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Non-profits, hospitals, colleges and universities must follow 2 CFR Part 215. Sub-recipients shall monitor any organization to which funds are passed for compliance with CFR and OMB requirements.

9. Debarment and Suspension

Contractor 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 Nonprocurement 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.

10. Drug-Free Workplace

Contractor shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to DHS clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the contract.

11. Pro-Children Act

Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

12. Medicaid Services

Contractor 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 USC Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor'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 contract 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 USC § 1396a(a)(68).

13. Agency-based Voter Registration

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

EXHIBIT C
Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DHS.

1. **Workers Compensation:** 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.

2. **Professional Liability:**

☐ Required by DHS ☒ Not required by DHS

3. **Commercial General Liability:**

☒ Required by DHS ☐ Not required by DHS

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

- ☒ \$1,000,000 per occurrence limit for any single claimant; and
☒ \$1,000,000 per occurrence limit for multiple claimants.

AND

Property Damage:

- ☒ \$1,000,000 per occurrence limit for any single claimant; and
☒ \$1,000,000 per occurrence limit for multiple claimants.

4. **Automobile Liability Insurance:**

☒ Required by DHS ☐ Not required by DHS

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

- ☒ \$1,000,000 per occurrence limit for any single claimant; and

☒ \$1,000,000 per occurrence limit for multiple claimants.

AND

Property Damage:

☒ \$1,000,000 per occurrence limit for any single claimant; and

☒ \$1,000,000 per occurrence limit for multiple claimants

5. Additional Insured:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

6. Notice of Cancellation or Change:

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s) to DHS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DHS.

7. Proof of Insurance:

Contractor shall provide to DHS information requested in Data Certification for all required insurance before delivering any Goods and performing any Services required under this Contract. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

8. "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, Contractor shall either 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 this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DHS' acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if 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 Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to DHS, upon DHS' request, certification of the coverage required under this section 8.

9. Self-Insurance:

Contractor may fulfill its insurance obligations herein through a program of self insurance, provided that Contractor's self insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding section 7. of this Exhibit C, Contractor

shall furnish an acceptable insurance certificate to DHS for any insurance coverage required by this Contract that is fulfilled through self-insurance.

ATTACHMENT 3 - Cost Proposal

CORPORATIONS

FOR UNIT PRICE ESTIMATES

CALCULATION OF OVERHEAD RATE

For the Year Ended _____, 200

Direct Labor \$ _____

Overhead Expenses*

Payroll Expenses

Vacation/Holiday/Sick Leave	\$ _____
Payroll Taxes	\$ _____
Employee Insurance	\$ _____

Total Payroll Expenses \$ _____

General and Administrative Expenses

Indirect Labor	\$ _____
Employee Education	\$ _____
Auto Expense	\$ _____
Repairs and Maintenance	\$ _____
Travel	\$ _____
Office Rent	\$ _____
Utilities	\$ _____
Equipment Rental	\$ _____
Supplies	\$ _____
Legal and Accounting	\$ _____
Dues and Subscriptions	\$ _____
General Insurance	\$ _____
Depreciation	\$ _____

Total General and Administrative Expenses \$ _____

Total Overhead Expenses \$ _____

Overhead Rate:
$$\frac{\text{Overhead Expenses}}{\text{Direct Labor}} = \underline{\hspace{1cm}} \%$$

*Do not include:

Interest	Fines and Penalties
Contributions	Lobbying Costs
Bad Debts	Losses on Other Contracts

Entertainment	Organization Costs
Income Tax	Goodwill

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48-Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

Cost Proposal

CORPORATIONS

FOR UNIT PRICE ESTIMATES

**BREAKDOWN OF BILLING RATES AND
DIRECT NONLABOR COSTS**

BILLING RATES

<u>Personnel</u>	<u>Pay Rate</u>	<u>Overhead</u>	<u>Profit</u>	<u>Billing</u>
<u>Rate</u>				

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____/day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.36/mile \$ _____

Reimbursement must be in accordance with provisions of _____ Total \$ _____
Exhibit A, Part 2.

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$__ per month for _____ months \$ _____

Total \$ _____

Cost Proposal

CORPORATIONS

FOR UNIT PRICE ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Subtotal	\$ _____
----------	----------

DIRECT NONLABOR COSTS

Travel and Per Diem	\$ _____
---------------------	----------

Rent Expense	\$ _____
--------------	----------

Reproduction Expenses	\$ _____
-----------------------	----------

Computer Expense	\$ _____
------------------	----------

Communications	\$ _____
----------------	----------

Outside Consultants (firm name, service and DBE percentage if applicable)	\$ _____
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Other (specify)	\$ _____
-----------------	----------

Subtotal	\$ _____
----------	----------

TOTAL ESTIMATE	\$ _____
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TOTAL NOT TO EXCEED	\$ _____
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PARTNERSHIPS OR SOLE PROPRIETORS

FOR UNIT PRICE OR LUMP SUM ESTIMATES

**BREAKDOWN OF DIRECT LABOR AND
DIRECT NONLABOR COSTS**

DIRECT LABOR COST

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Total	\$	
-------	----	--

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _ days at \$ _____/day	\$	
-----------------------------------	----	--

Air travel - _ trips at \$ _____	\$	
----------------------------------	----	--

cars at \$__ per day for _____ days	\$	
-------------------------------------	----	--

_____ miles at \$0.36/mile	\$	
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Reimbursement must be in accordance with provisions of Exhibit A, Part 2.	Total	\$	
---	-------	----	--

Rent expense:

Office Rent - \$ _____ per month for _____ months	\$	
---	----	--

Equipment rental - \$ _____ per month for _____ months	\$	
--	----	--

Total	\$	
-------	----	--

PARTNERSHIPS OR SOLE PROPRIETORS

FOR UNIT PRICE OR LUMP SUM ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

Direct labor cost \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name, service and DBE
percentage if applicable) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____

TOTAL NOT TO EXCEED \$ _____