

FDP Fixed Amount Subaward

Federal Awarding Agency: Other PHS [Type in Agency]		DHHS Ctrs for Medicare & Medicaid Svcs
Pass-Through Entity (PTE): Oregon Health & Science University		Subrecipient: SOUTH GILLIAM COUNTY HEALTH DISTRICT
PTE PI: Robert Duehmig		Sub PI: Lisa Bettencourt
PTE Federal Award No: RHTCMS332071 via OHA 44300-0062245		Subaward No: 1036385_SOUTHGILLIAM
Project Title: Rural Health Transformation Program Regional Convenings, Rural Health Coordinating Council and Transformation Awards		
Subaward Budget Period: Start: 03/01/2026 End: 09/30/2027		Amount Funded This Action (USD): \$ 99,911.35
Estimated Period of Performance: Start: 03/01/2026 End: 09/30/2027		Incrementally Estimated Total (USD): \$ 99,911.35

Terms and Conditions

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

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name: Annie Horne	Date: []	Name: []	Date: []
Title: Pre Award Manager, Office of Proposal & Award Mgmt		Title: []	

Attachment 1

Certifications and Assurances

Subaward Number:

1036385_SOUTHGILLIAM

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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

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

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

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

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

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

Attachment 2
Federal Award Terms and Conditions

Subaward Number
1036385_SOUTHGILLIAM

Required Data Elements

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

This Subaward Is:

☐ Research & Development ☒ Subject to FFATA

Awarding Agency Institute (If Applicable)

DHHS Ctrs for Medicare & Medicaid Svcs		
Federal Award Issue Date	FAIN	Assistance Listing No.
12/29/25	RHTCMS332071	93.798
Assistance Listing Program Title (ALPT)		
Rural Health Transformation Program		
Key Personnel Per NOA		
Oregon Health Authority		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

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

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Data Rights:

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

Copyrights:

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

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

Promoting Objectivity in Research (COI):

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

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

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

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

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

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

1036385_SOUTHGILLIA

PTE Information

Entity Name:	Oregon Health & Science University
Legal Address:	Office of Proposal & Award Management 3181 SW Sam Jackson Park Road Mail Code: L106OPAM Portland, OR 97239-3098
Website:	http://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm

PTE Contacts

Central Email:	spasub@ohsu.edu		
Principal Investigator Name:	Robert Duehmig		
Email:	duehmigr@ohsu.edu	Telephone Number:	503.494.7784
Administrative Contact Name:	Subout Grants & Contracts Administrator		
Email:	spasub@ohsu.edu	Telephone Number:	503.494.7784
COI Contact email (if different to above):	coir@ohsu.edu		
Financial Contact Name:	Subout Invoice Coordinator		
Email:	spasub@ohsu.edu	Telephone Number:	503.494.7784
Email invoices?	☒ Yes ☐ No	Invoice email (if different):	spasub@ohsu.edu
Authorized Official Name:	Pre Award Manager, OPAM		
Email:	spasub@ohsu.edu	Telephone Number:	503.494.7784

PI Address:

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

Administrative Address:

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

Invoice Address:

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

Attachment 3B
Subrecipient Contacts

Subaward Number:

1036385_SOUTHGILLIAM

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: ☐ Yes ☐ No

Parent UEI: Exempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Place of Performance Address: This section for U.S. Entities: Zip Code [Look-up](#)

Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

1036385_SOUTHGILLIAM

Subrecipient:

Institution Name: SOUTH GILLIAM COUNTY HEALTH DISTRICT

PI Name: Lisa Bettencourt

Highest Compensated Officers

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

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

1036385_SOUTHGILLIAM

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

Technical Reports:

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

Prior Approvals:

Carryover is not applicable for fixed amount Subawards

Other Reports:

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

Other Special Reporting Requirements:

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

Attachment 5

Statement of Work, Indirects, & Payment Schedule

Subaward Number:

1036385_SOUTHGILLIAM

Statement of Work

☐ Below ☒ Attached,

3

 pages

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

Budget & Milestone Information

Indirect Cost Rate Information

Rate Applied:

0

 %

Type:

No Recovery

Base:

No Recovery

Milestone Details

☐ Below ☒ Attached,

2

 pages



RURAL HEALTH TRANSFORMATION PROGRAM (RHTP) TRANSFORMATION AWARD
SCOPE OF WORK 2026 (FY26)

SOUTH GILLIAM COUNTY HEALTH DISTRICT DBA SOUTH GILLIAM HEALTH CENTER

For this scope of work, SOUTH GILLIAM HEALTH CENTER will complete FY26 RHTP Transformation Award activities in any of the following RHTP categories: prevention and chronic disease; provider payments; consumer tech solutions; training and technical assistance; workforce; IT advances; appropriate care availability; behavioral health; innovative care; capital expenditures and infrastructure; and/or fostering collaboration.

As per the approved project proposal and budget submitted by SOUTH GILLIAM HEALTH CENTER, the organization will complete the following activities and deliverables during the described time period associated with each activity.

1. FY26 RHTP activity(ies) and time period(s):

- a. Work with a consultant to meet the requirements of becoming recognized as a PCPCH Tier 3, including:
 - i. Receive technical assistance and consultation to achieve PCPCH recognition by September 30, 2027;
 - ii. Deploy patient survey administration and quality improvement planning with patient survey administration using the Consumer Assessment of Healthcare Providers and Systems (CAHPS) patient survey by June 30, 2027.
 - iii. Conduct a workforce resilience assessment and make ongoing improvements by August 30, 2027; and
 - iv. Train staff in trauma-informed care and trust building by July 1, 2027.

2. Deliverables for this project:

- a. Receive technical assistance and consultation to receive PCPCH recognition;
- b. Administer patient surveys using the CAHPS) patient survey, data analysis and reporting;
- c. Survey staff and providers and create summary reports and facilitate improvement planning; and
- d. Train 80% of staff on trauma-informed care.

3. This Scope of Work requires that the clinic:

- a. Agrees that the service(s) selected is of sufficient scope and community need;
- b. Comply with all CMS requirements, including any limitations on the use of funds, which include the following:
 - i. **Unallowable Use of the Grant Funds.** Recipient may not use the Grant Funds for any of the following purposes; this is not an exhaustive list of unallowable uses:
 1. To pay for meals, including food costs for community meetings for programming related to outcomes of the grants in the program, or



medically tailored meals, in schools (or in any other context) because it is an ongoing cost.

2. To replace or modify payment for clinical services that could be reimbursed by insurance, another form of health coverage or under current waiver initiatives that are eligible for reimbursement.
 3. On any aspects of projects or initiatives that are currently funded (or planned to be funded) via other sources.
 4. For costs incurred pre-award, lobbying activities, and expenses that are the legal responsibility of another federal, State or tribal program such as education or vocational rehabilitation services.
 5. For cost of independent research and development, including their proportionate share of indirect costs.
 6. Uncompensated care that is not tied to a specific initiative within the RHTP.
 7. Clinician salaries or wage supports for facilities where the clinician or beneficiaries are subject to a noncompete agreement. This does not disqualify facilities that have clinician non-competes from receiving RHTP funding for other activities.
 8. Student loans or loan repayment.
 9. For international clinical workers or to recruit and/or sponsor visas for physicians or clinical workers from other countries.
 10. Payments to providers that are not tied to specific quality improvements or an RHTP initiative, enhanced payment rates for currently billable services without ties to outcomes, uncompensated care that is not tied to a specific initiative within the RHTP.
 11. Direct funding of workforce development initiatives where the clinician or beneficiaries are subject to a noncompete agreement. (For example, a new clinician in a rural area because of a funding workforce development initiative.) This does not disqualify facilities that have clinician non-competes from receiving RHTP funding.
 12. New construction or major building expansions.
 13. Demolition of aged buildings.
 14. Broadband infrastructure.
 15. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost is not allowable.
- ii. **Five-year work requirement:**
1. Members of the clinical workforce who benefit from recruiting and retention activities (including incentives) under the RHTP must make a minimum five-year commitment to serve rural communities. This includes financial recruitment and retention incentives. Generally, if a program offers a structured, certifiable pathway to a new degree, new certification, or to a career/new job



- opportunity in the clinical workforce in a rural area, the five-year service requirement will apply.
2. The five-year commitment cannot be fulfilled via telehealth services. Any clinicians recruited or retained under this use of Grant Funds must be physically located in rural areas. (see NOFO, Section 71401)
 3. Generally, clinicians would not be held to a five-year commitment for receiving non-degree courses or one-off training sessions.
 4. Workforce recruitment and retention programs focused on K-12 populations are typically excluded from the minimum five-year workforce commitment requirement, but it depends on the nature of the program. Initiatives such as career exploration camps, mentoring programs, or high school health career clubs that are considered upstream pipeline activities would not be subject to the minimum five-year workforce requirement. Their purpose is to foster interest and exposure, not to provide the direct, career-enabling training that the commitment is designed to apply to. Any determination to apply the five-year commitment to a K-12 population program will be made on a case-by-case basis by CMS. RHTP requires that performance measures for typical K-12 programs focus on appropriate pipeline metrics, such as the number of participants served and their rate of continued progression into higher education or more advanced pipeline activities.
- c. Agree to submit quarterly financial reports and six-month grant reports to ORH, the first of which would be due no later than October 1, 2026 (for expenditures to date through September 30, 2026). Additional guidance via a reporting template will be provided to the clinic by ORH;
 - d. Prepare and submit a final project summary and status report no later than October 1, 2027. Additional guidance via a reporting template will be provided to the clinic by ORH.
 - e. ORH requires continuous tracking of all measures and may require additional reporting, including, but not limited to, patient stories, quotes from entity leadership and other qualitative or quantitative data, on an ad hoc basis;
 - f. Agree to keep back-up documentation and proof of expenditure within the project period (May 1, 2026 – September 30, 2027); and
 - g. Reallocation of RHTP Transformation Award activities and budgets must be approved by ORH. OHA and CMS prior to implementing any changes. Please email Sarah Andersen at ansarah@ohsu.edu to request any project and/or budget changes.
4. The budget for this scope of work is \$99,911.35.



Rural Health Transformation Program Transformation Award Grant May 1, 2026 – September 30, 2027

Greetings, Rural Health Transformation Program (RHTP) Transformation Award grantee!

Please use the attached documents to complete the checklist below to get your Year One RHTP Transformation Award set up and invoiced. The total award is \$99,911.35.

Contact me at any time with questions about the setup and invoicing for this award via email at ansarah@ohsu.edu or phone at 503-444-1570.

RHTP Transformation Award Setup Checklist

CHECKLIST

Scope of Work (SOW): Review and sign the draft SOW, which was written based on your hospital's submitted RHTP Transformation Award project proposal and budget.

Payment 1: You will receive the first 50% of your award upon completion of the SOW with ORH (return to Sarah Andersen) and a contract with OHSU (you will receive documents from OHSU's Office of Awards and Proposal Management (OPAM). Please note: the first payment may be delayed due to timing of OHSU receiving funds from OHA.

Use example invoice for guidance.

Payment 2: You will receive 25% of your award upon ORH's receipt of your October 2026 financial report. The check will be sent by **November 1, 2027**. Send your report and invoice to ansarah@ohsu.edu by **October 1, 2027**. Note: you MUST fill in all information highlighted in yellow in your template invoice (including an invoice number). In addition, ORH will provide a reporting template to you.

Received from and return to: Sarah Andersen | ansarah@ohsu.edu by **September 25, 2026**

Payment 3: You will receive the final 25% of your award upon ORH's receipt of your January 2027 financial and program narrative report. The check will be sent by February 28, 2027. Send your report and invoice to ansarah@ohsu.edu by **February 4, 2027**. Note: you MUST fill in all information highlighted in yellow (including an invoice number). In addition, ORH will provide a reporting template to you.

Complete and sign your "Sub Recipient Commitment Form."

Return to: Sarah Andersen | ansarah@ohsu.edu by **September 25, 2026**.

Review, sign and return your RHTP Transformation Award draft subaward document.

Received from and returned to OHSU Office of Proposal and Award Management (OPAM) spasub@ohsu.edu (copy ansarah@ohsu.edu) **after** SOW is approved and returned with invoicing preference to Sarah.

UPDATE and keep current your hospital's staff contact information with ORH.

Send all RHTP Transformation Award updates to ansarah@ohsu.edu.

Upon execution of award, begin to track and record project progress (based on your identified outcomes). Retain receipts and accounting documentation.

Project period is May 1, 2026 – September 30, 2027.

Prepare and submit final project summary and status report.

Final deadline **October 1, 2027**. Completed via a Qualtrics survey sent to you by Sarah Andersen.

Summary of Due Dates:

Item(s)	Due Date
1) Scope of Work 2) Subrecipient Form 3) Invoice for 50% of your award	September 25, 2026
1) Quarterly financial report #1 2) Invoice #2 for 25% of your award	October 1, 2026 (note: payment will be sent by November 1, 2026)
1) Quarterly financial report #2 2) Report #1 3) Invoice #3 for 25% of your award	February 4, 2027 (note: payment will be sent by February 28, 2027)
1) Quarterly financial report #3	April 1, 2027
1) Quarterly financial report #4	July 1, 2027
1) Quarterly financial report #5 2) Final report	October 1, 2027

Attachment 6

Notice of Award (NOA) and any additional documents

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



Grant Agreement Number: 44300-00062245

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement (this "**Agreement**") is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**" or "**Agency**" and

**Oregon Health & Science University
Acting By and through its Office of Rural Health
3181 SW Sam Jackson Park Road, L593
Portland, OR 97239
Attention: Sarah Andersen
Telephone: 503-979-6230
E-mail address: ansarah@ohsu.edu**

hereinafter referred to as "**Recipient.**"

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

**Health Policy and Analytics
Rural Health Transformation Program / Office of Health Policy
500 Summer Street, NE, E-20
Salem, OR 97301-1097
Agreement Administrator: Devlin Prince or delegate
Telephone: 503-979-6230
E-mail address: devlin.prince@oha.oregon.gov**

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **March 1, 2026**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2028**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

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

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

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

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

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$46,864,923.88** (the "**Grant Funds**"). OHA will not disburse the Grant to Recipient in excess of the not-to-exceed amount and will not disburse the Grant Funds until this Agreement has been signed by all parties. OHA will disburse the Grant Funds to Recipient as described in Exhibit A.

4. **Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☒ Recipient is a subrecipient ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.798

5. Recipient Information and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Workers' Compensation Insurance Company: Saif

Policy #: 981218 Expiration Date: 07/01/2027

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

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;

- (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

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

Oregon Health & Science University

By:



Digitally signed by Annie
Horne, Pre-Award Manager
Date: 2026.08.21 16:01:51
-07'00'

Authorized Signature

Annie Horne

Printed Name

Pre Award Manager, OPAM

Title

Date

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

By:



Matt Betts

Authorized Signature

Printed Name

Director of Operations

8/24/2026

Title

Date

Approved for Legal Sufficiency:

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 8, 2026, copy of email approval in Agreement file.

EXHIBIT A - Part 1
Program Description

1. Background.

The Oregon Health Authority (OHA) received \$197.3 million for the first year of a five-year program from the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) called the Rural Health Transformation Program (RHTP). The RHTP represents an opportunity for Oregon to invest in the health and well-being of our rural communities. RHTP funding is to improve health care access, boost chronic disease management and prevention, grow and sustain the health care workforce, and expand the use of health technology and data in Oregon's rural and remote communities. The RHTP's focus is on rural hospitals, health clinics, community health centers, and community-based organizations providing health care services in rural and remote areas. OHA is issuing this funding pursuant to its authority under ORS 413.033.

2. RHTP Initiatives - The Initiative(s) that Recipient will perform is included in the OHA approved project plan and budget.

3. Use of the Grant Funds - The Use of Grant Funds that Recipient will perform is included in the OHA approved project plan and budget.

- a.** Recipient must engage in activities as described in their OHA approved project plan and budget. Once approved by OHA the project plan and budget are incorporated herein with this reference. Changes to the project plan may only be made with written approval by OHA.
- b.** Recipient must submit an annual project plan on a date agreed upon by OHA and Recipient every year for OHA approval for the next year activities.
- c.** Recipient must use the Grant Funds in accordance with CMS terms and conditions. Modifications to the Recipient's approved estimated budget may only be made with written OHA approval. For changes to the total amount of the budget, a written amendment is required.
- d.** Recipient must submit an annual budget on a date agreed upon between and Recipient every year for OHA approval for the next year activities.
- e. Unallowable Use of the Grant Funds.**

Recipient may not use the Grant Funds for any of the following purposes, this is not an exhaustive list of unallowable uses:

- (1) To pay for meals, including:
 - (a) food costs for community meetings for programming related to outcomes of the grants in the program, or

- (b) medically tailored meals, in schools (or in any other context) because it is an ongoing cost.
- (2) To replace or modify payment for clinical services that could be reimbursed by insurance, another form of health coverage or under current waiver initiatives that are eligible for reimbursement.
- (3) On any aspects of projects or initiatives that are currently funded (or planned to be funded) via other sources.
- (4) For costs incurred pre-award, lobbying activities, and expenses that are the legal responsibility of another federal, State or tribal program such as education or vocational rehabilitation services.
- (5) For cost of independent research and development, including their proportionate share of indirect costs.
- (6) Uncompensated care that is not tied to a specific initiative within the RHTP.
- (7) Clinician salaries or wage supports for facilities where the clinician or beneficiaries are subject to a noncompete agreement. This does not disqualify facilities that have clinician non-competes from receiving RHTP funding for other activities.
- (8) Student loans or loan repayment.
- (9) For international clinical workers or to recruit and/or sponsor visas for physicians or clinical workers from other countries.
- (10) Payments to providers that are not tied to specific quality improvements or an RHTP initiative, enhanced payment rates for currently billable services without ties to outcomes, uncompensated care that is not tied to a specific initiative within the RHTP.
- (11) Direct funding of workforce development initiatives where the clinician or beneficiaries are subject to a noncompete agreement. (For example, a new clinician in a rural area because of a funding workforce development initiative.) This does not disqualify facilities that have clinician non-competes from receiving RHTP funding.
- (12) New construction or major building expansions.
- (13) Demolition of aged buildings.
- (14) Broadband infrastructure.
- (15) Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost is not allowable.

- (16) OHA reserves the right to not fund projects that may need Health Care Market Oversight program (HCMO) or Certificate of Need (CON) approval or if OHA has concerns about the severability of the proposed activities.

f. Five-year work requirement:

- (1) Members of the clinical workforce who benefit from recruiting and retention activities (including incentives) under the RHTP must make a minimum 5-year commitment to serve rural communities. This includes financial recruitment and retention incentives. Generally, if a program offers a structured, certifiable pathway to a new degree, new certification, or to a career/new job opportunity in the clinical workforce in a rural area, the 5-year service requirement will apply.
- (2) The five-year commitment cannot be fulfilled via telehealth services. Any clinicians recruited or retained under this use of Grant Funds must be physically located in rural areas. (see NOFO, Section 71401)
- (3) Generally, clinicians would not be held to a 5-year commitment for receiving non-degree courses or one-off training sessions.
- (4) Workforce recruitment and retention programs focused on K-12 populations are typically excluded from the minimum 5-year workforce commitment requirement, but it depends on the nature of the program. Initiatives such as career exploration camps, mentoring programs, or high school health career clubs that are considered upstream pipeline activities would not be subject to the minimum 5-year workforce requirement. Their purpose is to foster interest and exposure, not to provide the direct, career-enabling training that the commitment is designed to apply to. Any determination to apply the 5-year commitment to a K-12 population program will be made on a case-by-case basis by CMS. The RHT Program requires that performance measures for typical K-12 programs focus on appropriate pipeline metrics, such as the number of participants served and their rate of continued progression into higher education or more advanced pipeline activities.

4. Reporting Requirements.

Recipient is required to submit progress reports and expenditure reports to OHA, as detailed below, with data and updates on Recipient's progress toward achieving selected targets, metrics, and outcomes. All such reports shall be sent to RHTPOperations@oha.oregon.gov and to any other address as requested by OHA. OHA will provide Recipient progress and expenditure reporting template(s) for Recipient to use for the completing required reports.

Budget periods covered by the required reports are as follows and subject to the terms therein:

Budget Period 1: 3/1/26 - 10/30/26 Budget Period 1 *Spending* Period: 3/1/26 - 9/30/27

Reporting for the extended Budget Period 1 *Spending* Period is only required if the Recipient incurs costs for Budget Period 1 activities that have continued after the end of Budget Period 1 (10/30/2026) and during the Budget Period 1 *Spending* Period (7/1/26 - 9/30/27).

Budget Period 2: 10/31/26 - 10/30/27 Budget Period 2 *Spending* Period: 10/31/26 - 9/30/28

Reporting for the extended Budget Period 2 *Spending* Period is only required if the Recipient incurs cost for Budget Period 2 activities that have continued after the end of Budget Period 2 (10/30/27) and during the Budget Period 2 *Spending* Period (10/31/26 - 9/30/28).

The Annual and Quarterly reporting requirements for Budget Period 2 are contingent upon OHA receiving funding approval from CMS for that budget period, and OHA will promptly notify Recipient if and when OHA receives that CMS funding approval.

Reporting Requirements		
Report Type	CMS Reporting Period	Report Due Date
Annual Progress and Expenditure Reports		
Annual Progress and Expenditure Report #1	3/1/2026 - 7/31/2026	7/31/2026 (Subject to the date CMS provides OHA the required reporting template)

Annual Progress and Expenditure Report #2 – including the Reconciliation explained below.*	8/1/2026 - 7/31/2027	7/31/2027
Annual Progress and Expenditure Report #3 As stated, above, this report is only required if the Recipient incurs Budget Period 2 costs after the end of Budget Period 2, 10/30/27, and <u>during</u> Budget Period 2 Spending Period.	8/1/2027 - Last day of Budget Period 2 Spending Period activities (no later than 9/30/2028)	Within 1 month of Recipient completing Budget Period 2 Spending Period activities (no later than 10/30/28)

***Reconciliation:** In the 7/31/2027 Annual Progress and Expenditure Report, Recipient shall provide OHA a reconciliation between disbursements received by Recipient and all expenditures made by Recipient during the Budget Period 1 Spending Period of 7/1/26 - 9/30/27.

OHA will provide a template in the annual report, including direction for the Recipients to provide:

- A.** Total Grant Funds received and actual expenditures through 7/31/2027;
- B.** Projections for how remaining Grant Funds will be spent in August through September 2027; and
- C.** Identification of any Grant Funds unlikely to be spent by the end of the spending period. OHA will review the reconciliation and may recoup any Grant Funds identified by Recipient as unlikely to be spent, and/or any additional Grant Funds from the spend-down projection that OHA deems unlikely to be spent based on past performance, spending pace and assessment of Recipient's capacity to spend remaining dollars.

Quarterly and Annual Expenditure Reports		
Report Type	CMS Reporting Period	Report Due Date
Quarterly Expenditure Report	8/1/2026 - 10/29/2026	10/29/2026
Quarterly Expenditure Report	10/31/2026 - 1/30/2027	2/1/2027
Quarterly Expenditure Report	1/31/2027 - 4/30/2027	4/30/2027
Quarterly Expenditure Report	8/1/2027 - 10/30/2027	10/29/2027
Quarterly Expenditure Report As stated above, this report is only required if the Recipient incurs Budget Period 2 costs after the end of Budget Period 2, 10/31/27, and into	10/31/2027 - 1/29/2028	1/29/2028

the Budget Period 2 Spending Period, until 1/29/28. If Recipient has completed all activities and will not incur any more costs in the Budget Period 2 Spending Period, this is the Final Report required for this Agreement and it must include Progress and Expenditure Reporting. (see Final Report Requirement below).*		
Quarterly Expenditure Report As stated above, this report is only required if the Recipient incurs Budget Period 2 costs after the end of Budget Period 2, 10/30/27, and into the Budget Period 2 Spending Period, until 4/30/28. If Recipient has completed all activities and will not incur any more costs in the Budget Period 2 Spending Period, this is the Final Report required for this Agreement and it must include Progress and Expenditure Reporting. (see Final Report Requirement below).*	1/30/2028 - 4/30/2028	4/30/2028

***Final Report Requirement:** Recipient must also submit to OHA a Final Report consisting of a final progress and expenditure report that includes a summary of all expenditures and progress in completing activities since the last Annual Progress and Expenditure Report.

EXHIBIT A
Part 2 - Disbursement and Financial Reporting

1. Disbursement of the Grant Funds.

Upon execution of this Agreement, OHA shall disburse initial Grant Funds to the Recipient as designated in the Disbursement Schedule, below, provided that the Recipient has complied with the terms and conditions of this Agreement.

Subsequent amounts will be disbursed upon OHA's receipt of and approval of required reporting (in accordance with Exhibit A, Part 1, Section 4. Reporting Requirements, subject to the disbursement schedule provided in Section 2 of this Exhibit A, Part 2 of this Agreement, and provided that the Recipient has complied with the terms and conditions of this Agreement. OHA will make the final payment at the end of the Project after Recipient's reports have been received and approved and the budget is reconciled.

2. Disbursement Schedule.

Disbursements for Budget Period 2 are contingent upon OHA receiving funding approval from CMS for that budget period, and OHA will promptly notify Recipient if and when OHA receives that CMS funding approval.

Disbursement Schedule		
Disbursement	Date	Amount
Disbursement #1	Upon Agreement Execution	50% of Budget Period 1 Grant Amount
Disbursement #2	Nov 2026 (after OHA approval of Recipient's Quarterly Expenditure Report)	50% of Budget Period 2 Grant Amount,
Disbursement #3	Feb 2027 (after OHA approval of Recipient's Quarterly Expenditure Report)	50% of Budget Period 1 Grant Amount
Disbursement #4	Dec 2027 (after OHA approval of Recipient's Quarterly Expenditure Report)	50% of Budget Period 2 Grant Amount

No Grant Funds may be expended for costs that are not directly related to the activities in the approved project plan under this Agreement.

Acceptance and approval of all Reports will be the basis for verifying payments and proper expenditures.

If the total scheduled last OHA payment to Recipient exceeds the total of Recipient's expenditures, the excess amount shall be withheld. In addition, any unexpended funds shall be returned to OHA in accordance with Section 5 of Exhibit B.

- a. No Grant funds may be expended for costs that are not directly related to the operation of the Program under this Agreement.
- b. Recovery of Overpayments. Any overpayment of Grant funds under this Agreement shall be recovered as described in Exhibit B, "STANDARD TERMS & CONDITIONS", Section 5, "Recovery of Overpayments".

3. Travel.

There will be no travel included outside of the budget amount.

Remainder of page intentionally left blank.

EXHIBIT A
Part 3 - Special Terms and Conditions

1. Confidentiality of Information.

a. Client Information.

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

Inspection by or disclosure to anyone other than an officer or employee of the Recipient is prohibited;

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

b. Non-Client Information.

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party ("Confidential Non-Client Information").
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or

- (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Recipient shall return or destroy all copies of Confidential Information, and Recipient shall certify in writing the return or destruction of all Confidential Information.
- d. "Client" means any individual, family or provider:
 - (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of OHA; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. Only as approved by all federal or state entities governing the Grant Funds to be paid through this Agreement, and subject to Section 2.b. below, OHA reserves the right to amend this Agreement for the following:
 - (1) Extend the Agreement for additional periods of time; and
 - (2) Amend the Program Description for the following:

- (a) Programmatic changes/additions or modifications deemed necessary; or
 - (b) As necessitated by changes in the funding source(s) paid through this Agreement.
- b. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 19. "Amendments; Waiver; Consent" of this Agreement.

3. Background Checks.

The following requirements are **Not Required** this Agreement.

- a. The following individuals providing services under this Agreement are subject to a background check through the OHA's Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370 and OAR 943-007-0001(2), as such rules may be revised from time to time:
 - (1) All employees of Recipient providing care or having access to OHA clients, client information, or client funds.
 - (2) All volunteers of Recipient providing care or having access to OHA clients, client information, or client funds.
 - (3) All subcontractors of Recipient providing care or having access to OHA clients, client information, or client funds.
- b. All employees, volunteers, and subcontractors of Recipient receiving background checks from the OHA's Background Check Unit are required to report to Recipient any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
- c. Within five business days of such notification, Recipient is required to report to the OHA's Background Check Unit the employee, volunteer, or subcontractor's new history. The OHA's Background Check Unit may request a new background check to reevaluate the ongoing fitness of the Recipient's employee, volunteer, or subcontractor.
- d. The criminal records check procedures listed above also apply to Recipient, its owners, managers, and board members providing services under this Agreement or who have access to OHA clients, client information or client funds. Recipient shall establish a personal personnel file and place each criminal records check in named file for possibility of future OHA review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 10, "Records, Maintenance, Access."

EXHIBIT B
Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (each, an, “Action”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT. However, if an Action must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as (a) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Action, or (b) consent by the State of Oregon to the jurisdiction of any court. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make

any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement "Unexpended Funds" must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement

amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

- 8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

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

- a. Default by Recipient. Recipient shall be in default (each, a "Default") under this Agreement if:
 - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b.** OHA's Remedies for Recipient's Default. In the event Recipient is in Default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.c.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

c. Termination.

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

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
- a. Six years following final disbursement and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 12. Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 13. Assignment of Agreement, Successors in Interest.**
- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 14. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

- 15. Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to this Agreement. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- 16. No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

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

EXHIBIT C

Insurance Requirements

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of recipient as defined in ORS 190.003, if any, to: i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

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

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

EXCESS/UMBRELLA INSURANCE:

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

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D
Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, 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) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. 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. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. 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.

3. **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 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
4. **Truth in Lobbying.** By signing this Contract, 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.
 - d. 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.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

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

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

6. **Audits.**

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

7. **Debarment and Suspension.** 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 Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
8. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
9. **Medicaid Services.** Reserved.
10. **Agency-based Voter Registration.** If applicable, 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.
11. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

- 12. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
- 13. Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E

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

1. Recipient Name: OREGON HEALTH & SCIENCE UNIVERSITY (Must match the registered name associated with 3. below)
2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding agency: Centers for Medicare and Medicaid Services
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Health Authority, Health Policy and Analytics Division, Rural Health Transformation Program / Office of Health Policy
 - c. Contact information for awarding official of pass-through entity: Matthew Betts
3. Recipient's Unique Entity Identifier (UEI): NPSNT86JKN51
4. Federal Award Identification Number (FAIN): RHTCMS332071
5. Federal award date: (date of award to state by federal agency) 12/29/2025
6. Sub-award period of performance: Start Date: 03/01/2026 End Date: 09/30/2028
7. Sub-award budget period Start Date: 03/01/2026 End Date: 9/30/2028
8. Amount of federal funds obligated by this Agreement: \$46,864,923.88
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$46,864,923.88
10. Total amount of the Federal Award committed to Recipient by pass-through entity: (amount of federal funds from this FAIN committed to Recipient) \$46,864,923.88
11. Federal award project description: Oregon Rural Health Transformation Program
12. Assistance Listings number and Title: 93.798 Rural Health Transformation Program
Amount: \$46,864,923.88
13. Is award research and development? ☐ Yes ☒ No
14. Indirect cost rate for the Federal award: (include if the de minimis rate is charged per 2 CFR § 200.414): 15% de minimis rate per 2 CFR § 200.414(f)); or Recipient's Federally Negotiated Indirect Cost Rate (per 2 CFR § 200.414(c)).