

# Oregon Health Authority

## Oregon Immunization Program ALERT IIS

### Request for Grant Proposals (RFGP) #3320

#### Announcement of availability of IIS-EHR Enhanced Interoperability Grant funds

**To:** Oregon ALERT Partners

**From:** Katherine Bradley, Administrator  
Office of Family Health  
Lorraine Duncan, Manager  
Oregon Immunization Program

**Date:** 8/26/11

Re: Grant funds for the development of real-time or batch Immunization Information System (IIS) Interoperability with Electronic Health Records (EHR) systems. OHA reserves the right to amend these documents as deemed necessary to properly reflect changing information or circumstances. This is one-time only funding opportunity. Organizations that received funding through the 2010 Enhanced Interoperability Grant program are not eligible to apply. **Please note: Deadline extended to 10/21/11.**

**Structure:**

Announcement Memorandum

Attachment A – Grant Program Description

Attachment B – Grant Application Instructions

Attachment C – Mandatory Qualifications Checklist

Attachment D – Evaluation Criteria

Attachment E – Sample Grant Agreement:

- Exhibit A – Part 1 – Statement of Work (see definition)
- Exhibit A – Part 2 – Consideration and Budget (Reserved)
- Exhibit A – Part 3 – Special Provisions
- Exhibit B – Standard Terms and Condition
- Exhibit C – Insurance Requirements
- Exhibit D – Required Federal Terms and Conditions
- Exhibit E – Required SubGrantee Provisions (Reserved)

Attachment F – Memorandum of Understanding (MOU) Template

## ATTACHMENT A

### Grant Program Description

#### Enhanced Interoperability Grants

The Oregon Immunization Program (OIP) is soliciting applications for small grants (up to \$35,000) from organizations and partners that report electronic immunization data to Oregon's ALERT Immunization Information System (IIS).

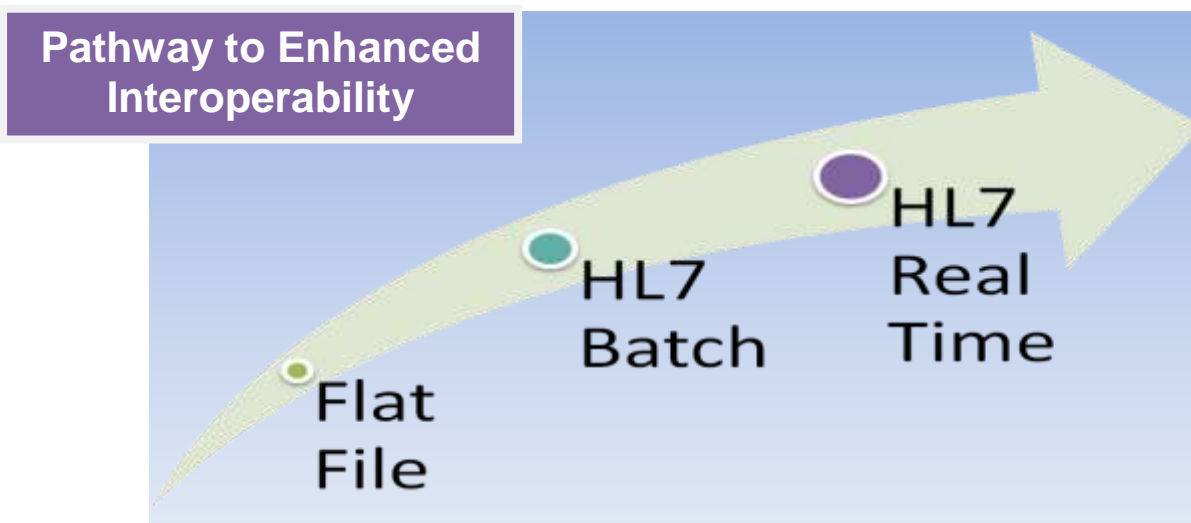
#### Purpose of Grant Program:

The purposes of this grant program are the following:

- 1) to increase the submission of timely and complete immunization data submitted electronically into the ALERT IIS, using standardized and secure messaging, and
- 2) to support bi-directional, real-time HL7 data exchange so clinics can receive immunization records and forecasts back into the EHR for their patients at the point of service. These enhancements will allow clinic staff to view the patient's immunization record and forecast without leaving their EHR system and would eliminate the need for dual entry into both the EHR and the IIS.

This grant program is designed to assist providers, where ever they currently operate in the Pathway to Enhanced Interoperability (see below), in upgrading their data exchange with the IIS. As an example, suppose a provider currently submits non-HL7 flat files and simply wants to upgrade to HL7 batch submission. This scenario is within the scope of this grant program and would receive equal consideration to a provider who is upgrading to real-time, bidirectional HL7 messaging.

The Enhanced Interoperability Grant Program also supports providers who are seeking to meet Meaningful Use as part of the CMS (Centers for Medicare & Medicaid Services) EHR Incentive program. Under that program, eligible providers must demonstrate that they are using their EHR systems to improve patient outcomes. CMS defines specific measures to be used to evaluate provider performance, including a public health measure related to submission of electronic data to the state immunization registry. The activities funded through this grant program will support providers' work in meeting the immunization registry measure for Meaningful Use.



**Goals:**

- 1) Advance interoperability between ALERT IIS and providers' EHRs throughout Oregon by:
  - a. Increasing the number of enhanced IIS- to- EHR interfaces;
  - b. Increasing the number of practice-based immunization transactions;
  - c. Increasing the proportion of practice-based immunization data received and recorded in the IIS within 30 days or less.
- 2) Enhance the capacity of providers to submit and/or exchange immunization data using HL7 messaging.
- 3) Increase the availability (to providers) of up-to-date patient records and forecasts through enhancements that support real-time presentation of this information, directly into a providers' EHR system for use at point of service.
- 4) Increase the ability of the IIS to acquire immunization data directly from a provider's EHR application.
- 5) Improve patient care, avoid unnecessary immunizations and potentially reduce health care costs.

Currently, Oregon providers submit immunization data to ALERT IIS in a variety of ways, including data entry through the ALERT User Interface, flat file transfer and HL7 batch. Recently, the IIS added the option to send HL7 real time messages, for bi-directional (and uni-directional) data exchange. This is considered the "gold standard" and is the data exchange method preferred by the OIP. Real time HL7 (and HL7 batch as well) will support providers' efforts towards meeting Meaningful Use under the CMS EHR Incentive Program.

Prior to the option for bi-directional data exchange, providers reviewed patient records and forecasts by logging into the ALERT IIS application via the web. With HL7 real time, bi-directional data exchange, the provider's EHR has the ability to be updated with consolidated immunizations from the IIS. Not only will this benefit patient care, it also eliminates the need to dual data entry or to access patient data through two interfaces.

**Funded Activities and Grants Process:**

A granting process will be used to award funds to ALERT partner organizations for the purpose of enhancing interoperability with ALERT IIS. Specifically, small grants (up to \$35,000) will be available for sites moving forward along the continuum of enhanced data exchange. This grant program will support provider's efforts in moving along the continuum of enhanced interoperability. Grant funding is available for ALERT IIS partners that are moving from Flat File data exchange to HL7 data exchange (real time or batch) or from HL7 batch to HL7 real time.

Appropriate uses for grant funding include, but are not limited to:

- Support with project planning, workflow redesign and training
- Support for interface development and implementation, including mapping and generation of HL7 messages, formal testing and user documentation, and EHR modifications required to meet Oregon HL7 specifications
- Support from outside consultants on transport methods, including security set up and certificate authority

The following steps are provided as a guide as clinics and/or provider organizations plan to move to a more enhanced method for data exchange. Each provider organization and clinical site has different needs and different technical capabilities, and thus proposed activities will vary as will sites' need for grant support. Any single or combination of activities listed below may be included in a proposal for funding.

1. Assess clinic's readiness.
  - a. Does the clinic have a functional Electronic Health Record (EHR) system?
  - b. Is the EHR ONC-ACTB certified for meaningful use?
2. Conduct a technical assessment.
  - a. What hardware/software needs are anticipated?
  - b. What are the technical resources (consultants, IT staff, etc) needed to carry out the work?
  - c. Does the EHR have the capacity to create an HL7 message as specified in the local [Oregon ALERT HL7 Implementation Guide](#)? Sites should review the local implementation guide carefully, noting that there are Oregon-specific requirements such as capturing vaccine eligibility code at the dose level (rather than at the patient visit level), sending the clinic level code in the message header segment, and in the future being able to send priority group and event codes for future public health events such as pandemic or vaccine shortage.
3. Determine which enhanced data exchange or submission method is appropriate for the clinic(s).
  - a. Flat file → HL7 batch or HL7 real time
  - b. HL7 batch → HL7 real time
  - c. Enhanced data exchange method may be unidirectional or bi-directional
4. Develop a project plan to guide the work to be accomplished, to include workflow assessment and changes, technology and software upgrades, training, changes in staff responsibilities, testing plans, and error/response handling protocols, etc.
5. Implement project plan, test, and go-live.

Oregon Immunization Program will coordinate and provide (in conjunction with its vendor, HP), significant levels of technical and training support to all recipients. OIP staff will also oversee all grant activities and reporting requirements.

**Sustainability:**

The OIP is committed to the ongoing support and maintenance of the ALERT IIS and as such will provide the appropriate technical support to maintain and sustain the new ALERT IIS, thereby supporting the data exchange and EHR enhancements resulting from these grants. Investments in hardware and application development for the ALERT IIS will be maintained and supported both financially and operationally with OIP program resources. OIP believes that this grant program has the potential to leverage additional health information technology ventures. OIP is a partner in Oregon's FamilyNet project, which is a health data system designed to integrate Public Health programs and coordinate services for children and families on the local agency level. The objectives for the grant program align with the current and future work of the State of Oregon's Health Information Technology Oversight Council (HITOC). OIP's relationship with HITOC will ensure that the activities funded with the Enhanced Interoperability Grants will be sustained and supported as part of Oregon's broader Health Information Exchange initiative.

**It is important to note that because the OIP has no ownership of or responsibility for provider EHR systems, providers are responsible for all costs associated with the maintenance of their own EHR systems, including all associated hardware and software, as well as the accuracy of the data from these systems.**

**Intellectual Property:**

It is important to understand that all work product artifacts including, but not limited to, plans, assessments, analyses, requirements, diagrams, interface maps, integration models and the associated detailed development tasks, test plans and results, etc., that are associated with the business and technical developments relative to this project, must not be the intellectual property of any of the organizations that are a party to the application and/or receive funds under this grant but shall be made available without restriction under public domain. To ensure this occurs, all documents and associated updates must be provided to OHA in electronic format for distribution pursuant to this purpose. OHA may withhold payment or cancel the grant award to any grantee if such artifacts are not provided on a timely basis. Due to the commingling of new and proprietary code during the development process, the recipients shall not be required to hold the code in escrow or maintain a source library but neither can an organization that is a party to the application and/or receives funds under this grant resell or charge for products developed utilizing these grant funds. The grantee would be allowed, however, to charge for additional services associated with modifications, implementation or support required to make the application, interfaces or infrastructure suitable and sustainable for another organization.

**Funding Source:**

The Center for Disease Control and Prevention (CDC) has made these funds available to the Oregon Immunization Program through grant number U66 IP000438-01. As such, OIP will be responsible for reporting back to the CDC on the results of the projects and the program overall. As a condition of receiving this funding, OIP has agreed to meet certain outcome measures which are directly related to the goals described above. As needed, OIP may request additional information from grantees to assist in this reporting process.

**How to Apply:**

To apply and be considered for grant funding, applicants must submit an Enhanced Interoperability Grant Funding Application, with required documentation indicating that it meets the criteria outlined in the Mandatory Qualifications checklist. Please review mandatory qualifications list with the appropriate personnel to determine clinic or provider organization's eligibility for applying for the funds. If the clinic or provider organization is eligible for award funding, they must submit a proposal in accordance with the instructions outlined in **Attachment B, Grant Application Instructions**.

It is important to note that while organizations are encouraged to apply for these funds if they believe they meet the criteria, submission of completed application materials does not guarantee that funds will be granted. In the event that OHA decides not to provide Enhanced Interoperability Grant funds to an applying organization, OHA will notify the organization in writing of the decision not to issue grant funding to the applicant.

Questions about the process of awarding Enhanced Interoperability Grant funds can be directed via email to the Grant Coordinator at [tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us) or telephone at (971) 673-0304 with the preferred method of communication via email.

### **Mandatory Qualifications:**

If a clinic and/or provider organization is interested in applying for a grant, they will need to review the list of Mandatory Qualifications outlined below. The applicant clinic or provider organization must be able to answer affirmatively to all nine items to be considered for funding. *Please refer to Attachment C for Mandatory Qualifications checklist which should be included with your proposal submission.*

- ✓ Applicant must currently be submitting and/or receiving immunization data to and/or from ALERT Immunization Information System (IIS).
- ✓ Applicant must have a current, authorized site agreement and confidentiality agreement with ALERT IIS.
- ✓ Applicant must currently be using an ONC-ACTB certified electronic health record (EHR) system to maintain electronic health records (this does not include practice management/billing systems).
- ✓ Applicant must agree to complete the project and go-live with the enhanced immunization interface by July 31, 2012.
- ✓ Applicant must meet all legislative, legal and financial requirements of the grant agreement, Attachment E.
- ✓ Applicant must provide a Memorandum of Understanding between collaborating organizations including a clear statement of support from:
  - 1) the organization that owns, hosts/operates or provides EHR services to applicant clinics in which it agrees to modify its application and interfaces pursuant to ALERT IIS web service specifications;
  - 2) all clinics utilizing the EHR indicating their support for work flow and technology changes and the ability to provide the data required and utilize the data received at point of service; and
  - 3) all primary organizations that shall provide consulting, integration, development, support or maintenance services for the new system capabilities, if different from a) and b) above. A sample MOU, Attachment F, provided in this grant application packet.
- ✓ Applicant must have the ability to utilize one of the available transport methods defined in the ALERT IIS HL7 Data Exchange Specifications: Transport Methods documentation.
- ✓ Applicant must agree to support and collaborate with the Oregon Immunization Program in its data quality efforts, now and in the future
- ✓ Applicant must agree that it may be subject to the applicable funding recover and termination provisions, if after receiving OHA funds, the grantee opts out of the agreement, or fails to meet or continue to meet the specifications outlined in the agreement.
- ✓ Applicant must submit a written proposal defining the specific activities, time line, and resources needed to accomplish project goals and a project budget as set out in Attachment B, Grant Application Instructions. This will be used as evaluation criteria by comparing the expected cost to the benefit projected to be derived.

### **Notification Process and Reporting Requirements:**

Proposals will be reviewed on a rolling basis. When all available funds have been awarded, the granting process must be closed. Interested parties are encouraged to apply early as funds available are limited. Awardees will be notified by email and/or phone call. Awardees shall be required to sign a grant agreement, Attachment E. Funds will be distributed in two payments, 50% upon receipt of a fully executed agreement, remaining 50% upon completion of the project and go-live which must occur by

7/31/12. Awardees shall be required to submit interim and final reports according to the schedule outlined in the grant agreement and per the reporting guidelines.

**Estimated Timeline:**

August 26, 2011	Funding Announcement, Applications accepted
<b>October 21, 2011</b>	Funding Opportunity Closes*
October 31, 2011	Grant Payment 1 of 2 Disbursed**
July 31, 2012	Grant Funds must be fully spent
July 31, 2012	Final Report Due***
Upon receipt and approval of final report	Grant Payment 2 of 2 Disbursed

**\* Important: Proposals will be reviewed and funded on a rolling basis. We recommend that you apply early as funds are limited. This funding opportunity closes on ~~October 15, 2011~~ **October 21, 2011 (revised 10/11/11)** or sooner if total available grant funds are allocated.**

**\*\* Payment 1 will be disbursed upon execution of the grant agreement by both parties, this will be earlier for projects approved in September.**

**\*\*\* Projects that are completed earlier than 7/31/12 will have a final report due within four weeks of their go-live date. However, 7/31/12 is final due date for completion of the project and submission of a final report. Additional guidance on final report submission will be outlined in the final report guidelines that will be distributed with the award announcement.**

## ATTACHMENT B

### Grant Application Instructions

To apply for these funds, please submit the following required materials to the Grant Coordinator of the Oregon Immunization Program. Proposals must be complete, including all required documentation in order to be considered for funding. The Grant Coordinator for this RFGP is:

Tracy Little  
Oregon Immunization Program, Office of Family, Oregon Health Authority  
800 Oregon Street, Suite 370  
Portland, Oregon 97232  
Phone: 971.673.0304  
[tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us)

Submit the completed application to the Grant Coordinator on or before the due date by local carrier such as USPS or via email to: [tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us) with email as the preferred method of submittal.

Questions? Please contact Tracy Little, Grant Coordinator, Oregon Immunization Program via email to [tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us). or telephone at (971) 673-0304 with the preferred method of communication via email.

*Important: Organizations are encouraged to apply for these funds if they meet the criteria and can meet the deliverables by the stated time line. However, submission of completed application materials **does not guarantee** that funds will be granted to the applicant.*

### REQUIRED APPLICATION MATERIALS

**Please make certain that all required application materials are completed before submitting a proposal.**

1. **Application Letter:** Please include a brief letter stating the applicant organization's intent to apply for IIS-EMR Enhanced Interoperability Grant funds. The statement of intent may be short (one or two sentences are acceptable), but the letter must include the following details:
  - a. \_\_\_\_\_ name
  - b. Mailing address
  - c. Name of contact person, with telephone AND fax numbers
  - d. Federal Tax ID Number
  - e. Email addresses of primary contacts
  - f. A statement indicating that applicant organization meets the mandatory qualifications to be eligible for a grant and that the completed checklist is attached as part of the proposal package.
2. **Application Essay:** Please include a brief written essay covering the following points. The essay must demonstrate that the applicant organization has both considered and reached realistic resolutions to the following points.
  - a. Assessment of organization's current status with regards to immunization reporting to public health and documentation of goals and plan for enhancing the process for submission of immunization data.
  - b. Describe in detail the applicant organization's goals and activities that are proposed under this grant. Include projected timelines, schedule of activities, events or milestones related to the goals, and names/experience of staff to be utilized for the project.

- c. Enhanced Interoperability Grant funds are **not** intended to provide all funds that may be necessary to achieve the goal of electronic reporting. What is the source of other funds that may be required to achieve this goal? Sustainability planning is an important part of any project; describe how the applicant organization plans to provide the ongoing financial and people resources that will be required to maintain the enhanced functionality gained through this grant.
- d. How does the applicant organization plan to manage HL-7 reporting maintenance? This may include activities such as implementing/enhancing process for handling error response files, monitoring data quality, maintaining and troubleshooting data transmission to OHA, maintaining and troubleshooting transport layer security, etc.

3. **Budget:** Please provide a project budget detailing the dollars needed to accomplish the deliverables under the selected tier milestones.

Funding Restrictions:

- Recipients may not use funds for indirect costs or cost allocation.
- Recipients may not use funds for non-immunization functionality in the EHR.
- Recipients may not use funds for building purchases, construction, and capital improvement.
- Recipients may not use funds for honoraria.
- Recipients may not use funds for advertising costs (conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs).
- Recipients may not use funds for alcoholic beverages.
- Recipients may not use funds for entertainment.
- Recipients may not use funds for land purchase.
- Recipients may not use funds for legislative/lobbying activities.
- Recipients may not use funds for payment of bad debts.
- Recipients may not use funds for purchase of vehicles.
- Recipients may not use funds for bonding.
- Recipients may not use funds for depreciation on use charges.
- Recipients may not use funds for personal services such as dry cleaning.
- Recipients may not use funds for fundraising.
- Recipients may not use funds to pay the interest on loans for the acquisition and/or modernization of a building.

4. **Mandatory Qualifications:** Please fill out the Mandatory Qualifications checklist, Attachment C.

5. **Memorandum(s) of Understanding (MOU):** Please obtain and provide copies of any Memorandum(s) of Understanding between the applicant organization and collaborating organizations to include:

- a) The organization that owns, operates or provides EHR services to clinics in which it agrees to modify its application and interfaces pursuant to IIS web service specifications
- b) The majority of clinics indicating their support for work flow and technology changes and the ability to provide the data required and utilize the data received at point of service
- c) All primary organizations that will provide consulting, integration, development, support or maintenance services for the new system capabilities, if different from a) and b) above.
- d) A MOU template is included as attachment F to provide assistance in meeting this requirement.

## ATTACHMENT C

### Mandatory Qualifications Checklist

Please complete this checklist and submit as an attachment to your grant proposal. Where appropriate you may work discussion on these criteria into your proposal narrative.

- Applicant must currently be submitting and/or receiving immunization data to and/or from ALERT Immunization Information System (IIS).
- Applicant must have a current, authorized site agreement and confidentiality agreement with ALERT.
- Applicant must currently be using an ONC-ACTB certified electronic health record (EHR) system to maintain electronic health records (this does not include practice management/billing systems).
- Applicant must agree to complete the project and go-live with the enhanced immunization interface by July 31, 2012.
- Applicant must meet all legislative, legal and financial requirements of the grant agreement, Attachment E.
- Applicant must provide a Memorandum of Understanding between collaborating organizations including a clear statement of support from:
  - 1) the organization that owns, hosts/operates or provides EHR services to applicant clinics in which it agrees to modify its application and interfaces pursuant to ALERT IIS web service specifications;
  - 2) all clinics utilizing the EHR indicating their support for work flow and technology changes and the ability to provide the data required and utilize the data received at point of service; and
  - 3) all primary organizations that will provide consulting, integration, development, support or maintenance services for the new system capabilities, if different from a) and b) above. A sample MOU, Attachment F, is provided in this grant application packet.
- Applicant must have the ability to utilize one of the available transport methods defined in the ALERT IIS HL7 Data Exchange Specifications: Transport Methods documentation.
- Applicant must agree to support and collaborate with the Oregon Immunization Program in its data quality efforts, now and in the future
- Applicant must agree that it may be subject to the applicable funding recover and termination provisions, if after receiving OHA funds, the grantee opts out of the agreement, or fails to meet or continue to meet the specifications outlined in the agreement.
- Applicant must submit a written proposal defining the specific activities, time line, and resources needed to accomplish project goals and a project budget as set out in Attachment B: Grant Application Instructions. This will be used as the evaluation criteria by comparing the expected cost to the benefit projected to be derived.

## **ATTACHMENT D**

### **Evaluation Criteria**

The following criteria will be used to evaluate your proposal. Where appropriate you may include discussion on these criteria into your proposal narrative.

1. How many clinical sites will participate in the proposed project?
2. How many total patients (ages 0-6 years) are seen annually by all sites?
3. Is the clinical staff prepared and on board with any changes to work flow processes that may need to occur with the implementation of the new IIS interface?
4. If work flow redesign is needed, have time and resources been allocated for such tasks?
5. Does the proposal state specific goals and plans around electronic submission of immunization data either as real-time or batch data and a plan for establishing a regularly scheduled timeframe for submission?
6. Has the applicant provided sufficient evidence to indicate they are prepared to take on the project? Is the timeline realistic?
7. Has the applicant allocated financial and/or in-kind staff and resources to the project?
8. Does the applicant intend to support the data exchange enhancements and new interface beyond the grant period?

**ATTACHMENT E**

**Sample Grant Agreement**

**Agreement Number: XXXXXX**

**State of Oregon  
IIS-EHR Enhanced Interoperability  
Grant Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to [OHA.Forms@state.or.us](mailto:OHA.Forms@state.or.us) or contact the Office of Document Management at 503-378-3486, and TTY at 503-378-3523.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as "Grantee."

Work to be performed under this Agreement relates principally to the OHA'S

**OFFICE OF FAMILY HEALTH  
IMMUNIZATION PROGRAM  
800 NE OREGON, SUITE 370  
PORTLAND, OREGON 97232  
GRANT ADMINISTRATOR: TRACY LITTLE  
PHONE: 971.673.0304  
FAX: 971.673.0278  
[tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us)**

**1. Effective Date and Duration**

This Agreement shall become effective on the date this Agreement has been signed by every party hereto. Unless terminated or amended, this Agreement shall expire on **August 31, 2012**. Expiration shall not extinguish or prejudice OHA'S right to enforce this Agreement with respect

to any breach of a Grantee's warranty or any default or defect in Grantee's performance that has not been cured.

The Grantee understands and agrees that Grantee is a recipient of Grant funds, pursuant to this agreement with the State of Oregon, shall assume sole liability for recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of Grant conditions that causes or requires the State of Oregon to reclaim the funds granted to Grantee, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to reclaim from Grantee. These funds made available by OHA to Grantee under this Grant are provided by the Center for Disease Control & Prevention (CDC) under the IIS and EHR Enhanced Interoperability Project, Award #U66 IP000438-01. (CFDA # 93.712)

## 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: Statement of Work
- (2) Exhibit A, Part 2: Statement of Work, Consideration,
- (3) Exhibit A, Part 3: Statement of Work, Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit F: Sub Grantee Provisions (*Reserved*)
- (8) Exhibit E: OHA RFGP #3320 and Grantee Proposal

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

b. This Agreement and the documents listed in Section 2. Agreement Documents, Subsection a., above, shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, A, B, C, E, and F

## 3. Consideration

a. Per the proposal and budget received by grantee in response to Request for Grant Proposals (RFGP) #3320, the total grant award is **\$35,000**. The maximum, not-to-exceed compensation payable to Grantee under this Agreement, which includes any allowable expenses including amendments, is **\$35,000**. OHA will not pay Grantee any amount in excess of the not-to-exceed compensation of this Agreement for completing the Activities, and will not pay for Activities performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be signed by all parties to the grant before a notice to proceed with be issued to the Grantee. The effective date is defined as the date the agreement is signed and approved by OHA. No work shall begin under this grant agreement until a notice to proceed is issued by the Office of Contracts & Procurement.

b. All payments and interim payments to Grantee shall be subject to ORS 293.462, and shall be made in accordance with Exhibit A, Statement of Work, Part 2, Consideration.

c. The recipient of grant funds, pursuant to this agreement with the State of Oregon, shall assume sole liability for recipient's breach of the conditions of the grant, and shall, upon

recipient's breach of grant conditions that causes or requires the State of Oregon to reclaim the funds granted to Grantee, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to reclaim from Grantee. These funds made available by OHA to Grantee under this Grant are provided by the Center for Disease Control & Prevention (CDC) under the IIS and EHR Enhanced Interoperability Project, Award #U66 IP000438-01. (CFDA # 93.712)

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

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and OHA procedure "Contractual Governance," OHA'S determination is that:

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

Catalog of Federal Domestic Assistance (CFDA) # of federal funds to be paid through this Agreement is 93.712.

**5. Grantee Data and Certification**

a. Grantee Insurance Information. Grantee shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0333(5).

**Please print or type the following information**

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

Address \_\_\_\_\_

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

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

Nonresident alien [ ] YES [ ] NO

Proof of Insurance:

Workers Compensation Insurance Company \_\_\_\_\_

Business Designation:

[ ] Professional Corporation [ ] Partnership [ ] Limited Partnership  
[ ] Limited Liability Company [ ] Limited Liability Partnership  
[ ] Corporation [ ] Sole Proprietorship [ ] Other \_\_\_\_\_

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

b. Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) The undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in Section 5, Grantee Data and Certification, above is Grantee's true, accurate and correct information;
- (3) Grantee is not subject to backup withholding because:
  - (a) Grantee is exempt from backup withholding;
  - (b) Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Grantee that Grantee is no longer subject to backup withholding; and
- (4) Grantee is an independent Grantee as defined in ORS 670.600.

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

**GRANTEE: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures:**

**Approved by Grantee:**

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Authorized Signature	Printed Name/Title	Date
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**Approved by OHA:**

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Authorized Signature	Printed Name/Title	Date
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**Approved for Legal Sufficiency:**

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N/A OAR 137-045-00030, Less than \$150,000	
Assistant Attorney General	Date

**Office of Contracts and Procurement:**

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Contracts Specialist	Printed Name/Title	Date
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## EXHIBIT A

### Part 1

#### Statement of Work

**For purposes of this Request for Grant Proposal and the Grant Agreement “work” means grant activities not contracted work and work product means product of the grant activities.**

#### **Project Specific Abbreviations, Acronyms and Definitions**

For purposes of this grant the terms below shall have the following meanings:

**EHR:** Electronic Health Record

**IIS:** Immunization Information System

**HL-7:** Is a set of guidelines or data standards that allow information to be shared and processed in a uniform and consistent manner. It is meant to allow healthcare organizations to easily share clinical information such as immunization information.

**OHA:** Oregon Health Authority

#### **For the purpose of this Grant, the terms:**

Price or cost may be used interchangeably.

Organization and Grantee may be used interchangeably.

State of Oregon, State, Oregon, or OHA, may be used interchangeably.

#### **Purpose:**

These funds made available by OHA to Grantee under this Grant are provided by the Center for Disease Control & Prevention (CDC) under the IIS and EHR Enhanced Interoperability Project, Award #U66 IP000438-01. (CFDA # 93.712)

The purpose of the Grant is to provide Grantee funds to help defray the cost of grantee development of IIS-EHR Interoperability as described in Request for Grant Proposal #3320.

#### **Project Description:**

Grantee has been selected based on their ability to meet mandatory requirements and represent their capabilities to be successful in achieving project goals and completing project activities as described in grantee’s proposal. Under no circumstances may an organization and/or its customers either apply more than once or be awarded grant funds under different applications.

#### **General Conditions:**

##### **OHA Responsibilities:**

1. OHA will make key people and resources available to grantee relative to grant coordination, technical coordination, and operation/project coordination.
2. OHA will provide support in helping the Grantee in attaining the goals as stipulated in this agreement.

**Grantee Responsibilities:**

1. Grantee agrees to meet deliverables as stipulated in this agreement.
2. Grantee agrees to participate in progress conference calls with OHA and/or Hewlett Packard, to be scheduled as needed and/or at mutually agreeable times.
3. Grantee agrees to provide a written final report and as requested by OHA.
4. Grantee agrees to provide documentation of completed project activities, including achievement of enhanced data exchange (to HL7 batch or real time) as part of final report. Final report guidelines will be provided upon notification of award.
5. Grantee agrees to prepare and provide a final report at completion of project and/or no later than 7/31/2012.
6. Grantee agrees to support, maintain, and sustain the HL7 (real time or batch) immunization data exchange. OHA must approve discontinuation of the electronic data exchange for any reason.

**Acceptance and Approval Criteria:**

The Grantee must submit all reports, guidelines, and written reports in MS Word or MS Excel format, or as otherwise approved in advance of submission by the OHA Contract Administrator. In the event that the Grantee submits unacceptable reports to OHA, OHA will immediately notify the Grantee of the defect and the Grantee shall have ten (10) working days to re-submit the written reports for acceptance.

**Project Activities:**

The Grantee agrees to complete the activities according to the proposed plan and time line outlined in the Grantee's proposal (Exhibit E). The purpose of this funding opportunity is to support ALERT partner organization's as they move to a more enhanced data exchange process, whether that is from flat file data exchange to HL7 data exchange, or HL7 batch data exchange to HL7 real time data exchange.

To meet the obligations of this grant, the grantee must complete the project and be live and operational on the enhanced data exchange process no later than 7/31/12.

## **EXHIBIT A**

### **Part 2**

#### **Statement of Work**

#### **Consideration**

##### **Payment Provisions:**

The following payment schedule is based on Grantee's proposal to enhance its current data exchange process with ALERT IIS through activities described in proposal, referenced in Exhibit E: OHA RFGP #3320 and Grantee Proposal. The Grantee must send an approved invoice and documentation supporting completion of the milestone(s) in order for OHA to make payment.

Payment #1: Due upon execution of grant agreement by both parties, 50% of total grant award.

Payment #2: Due upon receipt and approval of a final report, including a final accounting of total actual project expenses, second 50% of grant award.

Grantee shall invoice OHA based on schedule set forth above. OHA shall pay only for completed, documented and accepted activities under this agreement. Funds may only be used for expenses incurred in the budget period for which they were granted. The grantee must submit an approved final invoice for all project expenses with the final report.

Invoices shall describe all goods delivered and all services performed with particularity and by whom they were performed, including name and job title, reference to the specific activities and deliverables. All invoices must include the total amount invoiced to date by Grantee prior to the current invoice. Grantee shall submit invoices to OHA'S Contract Administrator. OHA will have the right to review each such invoice for compliance with the requirements of any relevant provisions of this Agreement. All payments to Grantee are subject to ORS 293.462.

Grantee shall not submit invoices for, and OHA shall not pay, any amount in excess of the total estimated project expenses provided with the Grantee's proposal without prior approval from OHA and may not exceed \$35,000. If this maximum amount is increased by amendment of this agreement the amendment must be fully effective before Grantee performs services or delivers goods subject to the amendment. No payment will be made for any services performed or goods delivered before the effective date or after termination of this agreement, as it may be amended from time to time, in accordance with its terms.

##### **Contract Administrator:**

The OHA employee assigned to monitor grant compliance and authorize payment shall be:

Tracy Little  
Oregon Health Authority  
Division of Public Health

Office of Family Health, Immunization Program  
800 Oregon Street, Suite 370  
Portland, Oregon 97232  
Phone: 971.673.0304  
[tracy.c.little@state.or.us](mailto:tracy.c.little@state.or.us)

**Travel and Other Expenses:**

OHA shall not reimburse Grantee for any travel or additional expenses under this Grant.

## **Statement of Work**

### **Part 3**

#### **Special Provisions**

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

- a. All information as to personal facts and circumstances obtained by the Grantee on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, Grantee and any sub Grantee will share information as necessary to effectively serve OHA clients.

##### **2. Anticipated Amendments**

- a. OHA reserves the right to amend or extend the Agreement within the maximum milestone amount and the maximum grant period under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time, and for additional money associated with the extended period(s) of time. The determination for any extension for time will be based on OHA'S satisfaction with performance of the work or services provided by the Grantee under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Any amendment to this Agreement that does not meet the intent of Section 2. Anticipated Amendments, Subsections a. or b., above, shall be deemed an unanticipated amendment and shall be handled according to Oregon Administrative Rules.

- d. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, either anticipated or unanticipated, 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 21. "Amendments; Waiver; Consent," of this Agreement.

## **EXHIBIT B**

### **Standard Terms & Conditions**

#### **1. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between OHA or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### **2. Compliance with Applicable Law**

- a. Grantee shall comply and cause all sub-Grantees to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142 and (ii) all other applicable requirements of state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. OHA'S performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- b. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Grantee under this Agreement to OHA clients, including Medicaid-Eligible Individuals, shall, at the request of such OHA clients, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. OHA shall not reimburse Grantee for costs incurred in complying with this provision. Grantee shall cause all sub Grantees under this Agreement to comply with the requirements of this provision.
- c. Grantee shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Grantee's performance under this Agreement as they may be adopted, amended or repealed from time to time.

#### **3. Independent Contractor**

- a. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

- b. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that Grantee's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's Work under this Agreement. If compensation under this Agreement is to be charged against federal funds, Grantee certifies that it is not currently employed by the federal government.
- c. Grantee is responsible for all federal and state taxes applicable to compensation paid to Grantee under this Agreement and, unless Grantee is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Grantee's federal or state tax obligations. Grantee is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Grantee under this Agreement, except as a self-employed individual.
- d. Grantee shall perform all Work as an independent Grantee. OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work.

#### **4. Representations and Warranties**

- a. Grantee's Representations and Warranties. Grantee represents and warrants to OHA that:
  - (1) Grantee has the power and authority to enter into and perform this Agreement;
  - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms;
  - (3) Grantee has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;
  - (4) Grantee shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - (5) Grantee prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

#### **5. Time is of the Essence**

Grantee agrees that time is of the essence under this Agreement.

#### **6. Funds Available and Authorized; Payments**

- a. Grantee shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within OHA'S current biennial appropriation or limitation. Grantee understands and agrees that OHA'S payment for Work performed 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 continue to make payments under this Agreement.

- b. All billings and payments processed through the Medicaid Management Information System (MMIS) shall be processed in accordance with the provisions of Oregon Administrative Rules (OAR) 407-120-0100 through 407-120-0200, OAR 407-120-0300 through OAR 407-120-0380 and any other OHA Oregon Administrative Rules that are program specific to the billings and payments and, if applicable, to billing and payment of Medicaid services.

## **7. Recovery of Overpayments**

If billings under this Agreement, or under any other Agreement between Grantee and OHA, result in payments to Grantee to which Grantee is not entitled, OHA, after giving written notification to Grantee, may withhold from payments due to Grantee such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

## **8. Ownership of Work Product**

For the purposes of this grant agreement, all work product artifacts including, but not limited to, plans, assessments, analyses, requirements, diagrams, interface maps, integration models and the associated detailed development tasks, test plans and results, etc., that are associated with the business and technical developments relative to this project, will not be the intellectual property of any of the organizations that are a party to the application and/or receive funds under this grant but will be made available without restriction under public domain. To ensure this occurs, all documents and associated updates must be provided to OHA in electronic format for distribution pursuant to this purpose. OHA may withhold payment or cancel the grant award to any grantee if such artifacts are not provided on a timely basis. Due to the commingling of new and proprietary code during the development process, the recipients will not be required to hold the code in escrow or maintain a source library but neither can an organization that is a party to the application and/or receives funds under this grant resell or charge for products developed utilizing these grant funds. The grantee would be allowed, however, to charge for additional services associated with modifications, implementation or support required to make the application, interfaces or infrastructure suitable and sustainable for another organization.

## **9. Indemnity**

- a. GENERAL INDEMNITY. GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBGRANTEES, OR AGENTS UNDER THIS AGREEMENT.
- b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 9.a., GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK,

THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY GRANTEE THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE GRANTEE WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

- c. CONTROL OF DEFENSE AND SETTLEMENT. GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO THIS SECTIONS 9.a. OR 9.b.; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

## 10. Default; Remedies; Termination

- a. Default by Grantee. Grantee shall be in default under this Agreement if:
- (1) Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
  - (2) Grantee no longer holds a license or certificate that is required for Grantee to perform its obligations under the Agreement and Grantee has not obtained such license or certificate within 14 calendar days after OHA'S notice or such longer period as OHA may specify in such notice; or
  - (3) Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA'S notice, or such longer period as OHA may specify in such notice.
- b. OHA'S Remedies for Grantee's Default In the event Grantee is in default under Section 10.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 10.e.(2);

- (2) withholding all monies due for Work and Work Products that Grantee has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (4) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both.

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 Grantee was not in default under Section 10.a., then Grantee shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.e.(1).

- c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
- d. Grantee's Remedies for OHA'S Default. In the event OHA terminates the Agreement under Section 10.e.(1), or in the event OHA is in default under Section 10.c. and whether or not Grantee elects to exercise its right to terminate the Agreement under Section 10.e.(3), Grantee's sole monetary remedy shall be (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to Activity-based Work, a claim for the sum designated for completing the Activity multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Grantee. In no event shall OHA be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 10.d., Grantee shall immediately pay any excess to OHA upon written demand. If Grantee does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7. Recovery of Overpayments, and may pursue any other remedy that may be available to it.
- e. 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 Grantee;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; 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 purchase of the Work or Work Products under this Agreement is prohibited or OHA is prohibited from paying for such Work or Work Products from the planned funding source.

- (d) Immediately upon written notice to Grantee if there is a threat to the health, safety, or welfare of any 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 by OHA to Grantee, or at such later date as OHA may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10.e.(2)(b) or Section 10.e.(2)(c) below, upon the occurrence of any of the following events:
- (a) Grantee is in default under Section 10.a.(1) because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - (b) Grantee is in default under Section 10.a.(2) because Grantee no longer holds a license or certificate that is required for it to perform Work under the Agreement and Grantee has not obtained such license or certificate within 14 calendar days after OHA'S notice or such longer period as OHA may specify in such notice; or
  - (c) Grantee is in default under Section 10.a.(3) because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA'S notice, or such longer period as OHA may specify in such notice.
- (3) Grantee's Right to Terminate for Cause. Grantee may terminate this Agreement with such written notice to OHA as provided in this Section 10.e.(3), or at such later date as Grantee may establish in such notice, if OHA is in default under Section 10.c. because OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and OHA fails to cure such failure within 30 calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
- (4) 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.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Grantee shall immediately deliver to OHA all of the OHA'S property (including without limitation any Work Products for which OHA has made payment in whole or in part) that are in the possession or under the control of Grantee in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement, unless OHA expressly directs otherwise in such notice of termination. Upon OHA'S request, Grantee shall surrender to anyone OHA

designates, all documents, research or objects or other tangible things needed to complete the Work Products.

#### **11. Stop-Work Order**

OHA may, at any time, by written notice to the Grantee, require the Grantee to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Grantee shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10; Default; Remedies; and Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Grantee, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

#### **12. Limitation of Liabilities**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9. OR SECTION 10.e.(1), NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

#### **13. Insurance**

Grantee shall maintain insurance as set forth in Exhibit C, attached hereto.

#### **14. Records Maintenance, Access**

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that OHA and the 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. Grantee shall retain and keep accessible all Records for the longer of:

- a. six years following final payment 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.

#### **15. Information Privacy/Security/Access**

If the Work performed under this Agreement requires Grantee or, when allowed, its sub Grantee(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Grantee access to such

OHA Information Assets or Network and Information Systems, Grantee shall comply and require any sub Grantee(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

**16. Force Majeure**

Neither OHA nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of OHA or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. Foreign Grantee**

If Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement.

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

- a. Grantee 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 as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**19. Sub Agreements**

Grantee shall not enter into any sub Agreements for any of the Work required by this Agreement without OHA’S prior written consent. In addition to any other provisions OHA may require, Grantee shall include in any permitted sub-Agreement under this Agreement provisions to ensure that OHA will receive the benefit of sub Grantee performance as if the sub Grantee were the Grantee with respect to Sections 1, 2, 3, 4, 5, 8, 9, 14, 15, 17, 18, 19, and 20 of this Exhibit B. OHA’S consent to any subagreement shall not relieve Grantee of any of its duties or obligations under this Agreement.

**20. No Third Party Beneficiaries**

OHA and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Grantee’s performance under this Agreement is solely for the benefit of OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**21. Amendments; Waiver; Consent**

OHA may amend this Agreement to the extent provided in 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, the Department of Administrative Services and 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.

**22. 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.

**23. Survival**

Sections 1, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 20, and 23 of this Exhibit B shall survive Agreement expiration or termination, as well as those provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice OHA'S right to enforce this Agreement with respect to any default by Grantee that has not been cured.

**24. Notice**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, or mailing the same, postage prepaid, to Grantee 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 24. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee. Notwithstanding the foregoing, to be effective against OHA, any notice transmitted by facsimile must be confirmed by telephone notice to OHA'S Office of Agreements and Procurement number listed below or any such telephone number OHA may provide by written notice to Grantee.

OHA: Office of Contracts & Procurement  
Oregon Health Authority  
800 NE Oregon St., Suite 550  
Portland, OR 97232  
Telephone: 971-673-0747  
Facsimile: 971-673-0583

GRANTEE: As set forth on Page One of this Agreement.

**25. Construction**

The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**26. Headings**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**27. 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.

**28. Counterparts**

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

**EXHIBIT C**  
**Insurance Requirements**

During the term of this Agreement Grantee shall maintain in force at its own expense, each insurance noted below:

**1. Required by OHA of Grantees with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation:** All employers, including Grantee, that employ subject workers who work under this Agreement, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide the Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements.

**2.  Required by OHA  Not required by OHA.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than N/A each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.

**3.  Required by OHA  Not required by OHA.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than N/A each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the State of Oregon, Oregon Health Authority (OHA) and its divisions, officers and employees are Additional Insureds but only with respect to the Grantee's services to be provided under this Agreement.

**4.  Required by OHA  Not required by OHA.**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than N/A each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. It shall provide that the State of Oregon, Department of Human Service and their divisions, officers and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Agreement.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than the Oregon Financial Responsibility Law (ORS 806.060), for each accident, for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**5. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to OHA;

**6. Certificates of insurance.** As evidence of the insurance coverages required by this Agreement, the Grantee shall furnish acceptable insurance certificates to OHA upon request. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the State. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, or self-insurance, as applicable.

## **EXHIBIT D**

### **Required Federal Terms & Conditions**

Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Grantee shall comply and, as indicated, cause all sub-Grantees to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### **1. Miscellaneous Federal Provisions**

Grantee shall comply and cause all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

#### **2. Equal Employment Opportunity**

If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

#### **3. Clean Air, Clean Water, EPA Regulations**

If this Agreement, including amendments, exceeds \$100,000 then Grantee shall comply and cause all sub Grantees 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 (40 CFR Part 32), which prohibit the use under non-exempt Federal Agreements, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and cause all sub Grantees to include in all Agreements with sub Grantees receiving more than \$100,000, language requiring the sub Grantee to comply with the federal laws identified in this section.

#### **4. Energy Efficiency**

Grantee shall comply and cause all sub Grantees to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation

plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

## 5. Truth in Lobbying

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, 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 Agreement, 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 Agreement, 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 Agreement, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all Milestones (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients and sub Grantees shall certify and disclose accordingly.

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

## 6. HIPAA Compliance

As a Business Associate of a Covered Entity, OHA must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OHA must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of OHA related to this Contract are covered by HIPAA. Contractor shall determine if Contractor will have access to, or create any protected health information in the performance of any Work or other obligations under this Contract. To the extent that Contractor will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, OHA as specified in the Contract, Contractor shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 407-014-0000 *et. seq.*, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at <https://apps.state.or.us/Forms/Served/DE2090.pdf> or may be obtained from OHA.

- b. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with OHA or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- c. Consultation and Testing. If Contractor reasonably believes that the Contractor's or OHA'S data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA Information Security Office. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- d. Contractor and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

## **7. Resource Conservation and Recovery**

Grantee shall comply and cause all sub Grantees to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247.

## **8. Audits**

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

## **9. Debarment and Suspension**

Grantee shall not permit any person or entity to be a sub Grantee if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Grantees declared ineligible under statutory authority other than Executive Order No. 12549. Sub Grantees with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

## **10. Drug-Free Workplace**

Grantee shall comply and cause all sub contractors to comply with the following provisions to maintain a drug-free workplace: (i) Grantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution,

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

#### **11. Pro-Children Act**

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

#### **12. Medicaid Services**

Grantee shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Grantee shall acknowledge Grantee's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Grantees and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

**13. Agency-based Voter Registration**

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

**EXHIBIT E**  
**Required Sub Grantee Provisions**

(RESERVED)

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**EXHIBIT F**

**RFGP 3320 and Grantee Proposal**

**All documents, Exhibits, and Attachments listed above are on file at OHA**

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## ATTACHMENT F

### MEMORANDUM OF UNDERSTANDING TEMPLATE

*Instructions: Memorandum(s) of Understanding between the applicant organization and collaborating organizations to include:*

- a) The organization that owns, operates or provides EHR services to clinics in which it agrees to modify its application and interfaces pursuant to IIS web service specifications*
- b) The majority of clinics indicating their support for work flow and technology changes and the ability to provide the data required and utilize the data received at point of service*
- c) All primary organizations that will provide consulting, integration, development, support or maintenance services for the new system capabilities, if different from a) and b) above.*

This Agreement is between (*insert Party1 name here*) and (*insert Party 2 name here*)

#### **I. BACKGROUND, PURPOSE, GOAL or VISION**

*(Describe the situation in which this Agreement will be use as detailed in the instructions above.)*

#### **II. STATEMENT OF WORK, or ROLES AND RESPONSIBILITIES**

*(List all the tasks that each Party will perform, and agree to follow. Other items that should be included might be schedule, and/or notification requirements.)*

- A.** *(insert Party1 responsibilities here)*
- B.** *(insert Party2 responsibilities here)*

#### **III. KEY CONTACT PEOPLE**

All notices regarding this Agreement should be sent to the Parties at the following addresses and contact information:

**To:** *(Insert party1 here)*

**To:** *(insert other party here)*