



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: December 1, 2021

Department: Health & Human Services      Agenda Planning Date: Nov 23, 2021      Time required: 10

☐ Audio/Visual aids

Contact: Rebecca Werner      Phone: 503-566-3964

Department Head Signature:

**TITLE** Interface Network, Inc. Amendment Three for COVID-19 Vaccine Relief Outreach HE-3765-20

**Issue, Description & Background** Pursuant to State of Oregon Grant Agreement No. 2624, Contractor will continue to provide culturally responsive services and supports to the community in the form of support for community access to temporary vaccination clinics and by supporting a radio campaign by Univision. Contract term date is extended to January 31, 2022.

**Financial Impacts:** Amendment Three adds an additional \$18,696.77 for continued services; new contract total not to exceed \$443,896.77.

**Impacts to Department & External Agencies** Health & Human Services anticipates no impact on other departments.

**Options for Consideration:**  
1. Approve Interface Network Amendment Three.  
2. Deny approval for Interface Network Amendment Three.  
3. Take no action at this time.

**Recommendation:** Health & Human Services recommends approval of Interface Network Amendment Three HE-3765-20.

**List of attachments:** Interface Network Amendment Three HE-3765-20

**Presenter:** Ryan Matthews, Administrator

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

**Copies to:** Rebecca Werner; rwerner@co.marion.or.us



**Marion County**  
OREGON

FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: **HE-3765-20**

Person Sending: **Rebecca Werner**

Department: **Health & Human Services**

Contact Phone #: **503-566-3964**

Date Sent: \_\_\_\_\_

☐ Contract ☒ Amendment# **3** ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **COVID-19 Culturally Specific Community Based Organization (CBO)**

Contractor's Name: **Interface Network, Inc.**

Term - Date From: **Nov 5, 2020**

Expires: **Jan 31, 2022**

Contract Total: **\$425,200.00**

Amendment Amount: **\$18,696.77**

New Contract Total: **\$443,896.77**

Source Selection Method: Special Procurement (attach approval)

# **973**

## Additional Considerations (check all that apply)

☐ Board Order# \_\_\_\_\_

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date: \_\_\_\_\_

☐ Insurance Waiver (attach)

☐ CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)

☐ Feasibility Determination (attach approved form)

☒ Federal Funds (attach sub-recipient / contractor analysis)

☐ Reinstatement (attach written justification)

☐ Retroactive (attach written justification)

## Description of Services or Grant Award:

**Contractor provides culturally responsive services and supports to individuals in the local community in response to COVID-19. Amendment Three extends contract one additional month in order to continue services and supports in the form of support for community access to temporary vaccination clinics and by supporting a radio campaign by Univision. Contract total not to exceed \$443,896.77; term date to January 31, 2022.**

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_

BOC Planning Date: \_\_\_\_\_

Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

## REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date \_\_\_\_\_ ☐ To be filed ☐ Added to Finance Table

☐ Date \_\_\_\_\_ Returned to department for signature



**AMENDMENT #3 to the  
CONTRACT FOR SERVICES HE-3765-20  
between  
MARION COUNTY and INTERFACE NETWORK, INC.**

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated November 5, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Interface Network, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**1. TERM.** This Contract expires on [December 31, 2021] January 31, 2022.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[425,200] 443,896.77.

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE**

**2. Outreach and Education:**

Contractor shall continue to provide COVID-19 outreach services by providing support for community access to temporary vaccination clinics, and by supporting a radio campaign run by Univision.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ [425,200] 443,896.77. Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Administrator Date

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin. Svcs. Mgr. Date  
Service Code \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**INTERFACE NETWORK, INC. SIGNATURE**

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

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





**AMENDMENT #2 to the  
CONTRACT FOR SERVICES HE-3765-20  
between**

**MARION COUNTY and INTERFACE NETWORK, INC.**

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated November 5, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Interface Network, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**1. TERM.** This Contract expires on [October 31, 2021] December 31, 2021.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[160,000] 425,200.

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE**



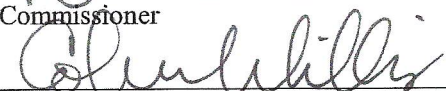
**2. Outreach and Education:**

Pursuant to State of Oregon Grant Agreement No. 2624 (Exhibit C), Contractor shall continue to provide COVID-19 outreach services by developing and implementing strategies to educate and engage in vaccine process; assist with registration, health system navigation and access to vaccines; and work with Latinx families and minority businesses with outreach, marketing and education.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ [160,000.00] 425,200.00.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.


**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

	<u>8.25.2021</u>
Chair	Date
	<u>8-25-2021</u>
Commissioner	Date
	<u>8/25/2021</u>
Commissioner	Date

Authorized Signature:  8/12/2021  
Ryan Matthews, Administrator Date

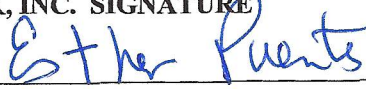
Authorized Signature: Jeremiah Elliott, Sr. Admin. Svcs. Mgr. Date

Authorized Signature:  Service Code \_\_\_\_\_  
Chief Administrative Officer 8/19/2021 Date

Reviewed by Signature:  8/17/21 Date  
Marion County Legal Counsel

Reviewed by Signature:  Aug 16, 2021 Date  
Marion County Contracts & Procurement

**INTERFACE NETWORK, INC. SIGNATURE**

Authorized Signature:  8/26/2021 Date

Title: President

EXHIBIT C

**STATE OF OREGON  
GRANT AGREEMENT**

Grant No. 2624

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Administrative Services ("Agency") and Marion County ("Grantee"), each a "Party" and, together, the "Parties".

**SECTION 1: AUTHORITY**

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

**SECTION 2: PURPOSE**

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the "Performance Period") to reimburse the costs of the activities described in Exhibit A.

**SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of March 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2021.

**SECTION 4: GRANT MANAGERS**

**4.1 Agency's Grant Manager is:**

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov



4.2 Grantee's Grant Manager is:

Name: Cynthia Granatir  
Address: 555 Court St NE, Ste 4247  
Salem, OR 97301  
Phone: 503-566-3950  
Email: cgranatir@co.marion.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$1,856,695.31 (the "Grant Funds") for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

## SECTION 7: DISBURSEMENT GENERALLY

7.1 **Disbursement.** Agency will disburse the Grant Funds to Grantee in two installments:

50% of the Grant Funds within five business days of the Executed Date; and

50% of the Grants Funds upon Grantee delivering to Agency **both** (i) complete responses to the questions set forth in Exhibit E and the fully executed Attestation Statement set forth in Exhibit E **and** (i) demonstrated progress towards implementing the strategies outlined in Grantee's question responses (collectively, the "Equity Submission"). Grantee's deadline to deliver the Equity Submission to Agency is August 31, 2021. Grantee shall not receive, and Agency shall have no obligation to disburse, the second installment of Grant Funds if Grantee fails to deliver the Equity Submission by the August 31, 2021, deadline for doing so. The Oregon Health Authority and the Governor's Office will review the Equity Submission and determine whether Grantee's responses to the questions set forth in Exhibit E are complete.

7.2 **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or

other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 13 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

8.1.1 Grantee is a local government duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 14, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.



## SECTION 9: INDEMNITY/LIABILITY

- 9.1 Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency 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, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 may 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 the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 10: INSURANCE

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

## SECTION 11: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and

Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 12: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 13: DEFAULT**

- 13.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 13.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 13.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 13.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.



## SECTION 14: REMEDIES

- 14.1 Agency Remedies.** In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 15: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 16: TERMINATION

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
- 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's



reasonable administrative discretion, to perform its obligations under this Grant;

- 16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**16.3 By Grantee.** Grantee may terminate this Grant as follows:

- 16.3.1 Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 16.3.2 Immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

## **SECTION 17: MISCELLANEOUS**

- 17.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 17.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7, of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 17.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 17.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's

receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively



referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

**17.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**17.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (The Project)
- Exhibit C (Federal Terms and Conditions)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)
- Exhibit E (Equity Plan Submission Guidance)

**17.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**17.17 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.


**The signatures of the parties follow on the next page.**

## SECTION 18: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.


IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Administrative Services

By:   
George Naughton, Chief Financial Officer

June 7, 2021  
Date

### Marion County

By:   
Authorized Signature  
Jan Fritz

5/27/21  
Date  
Chief Administrative Officer

Printed Name

Title

93-6002307  
Federal Tax ID Number

091535216  
DUNS Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice


by email dated 5/21/2021  
Date

OR Dept of Administrative Services – CARES Act COVID-19 Vaccination Efforts

MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:

 6-2-2021  
Chair Date

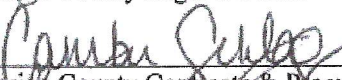
 6-2-2021  
Commissioner Date


 6/2/2021  
Commissioner Date

Authorized Signature: N/A  
Department Director or designee Date

Authorized Signature: See prev. page  
Chief Administrative Officer Date

Reviewed by Signature:  5/26/21  
Marion County Legal Counsel Date

Reviewed by Signature:  may 26, 2021  
Marion County Contracts & Procurement Date

 5/27/21  
Chief Administrative Officer Date



## EXHIBIT A THE PROJECT

### SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds for the following costs incurred during the Performance Period:

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

### SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Direct Administrative Costs Allowed.** Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

**Indirect Costs Not Allowed.** In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

### SECTION III. REPORTING REQUIREMENTS

No later than July 6, 2021, for the period of April 1, 2021 to June 30, 2021, and October 5, 2021, for the period of July 1, 2021, to September 30, 2021, and January 5, 2022, for the period of October 1, 2021, to December 31, 2021, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;

- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;
- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide 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 subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

☒ Required ☐ Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use



of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **PROFESSIONAL LIABILITY**

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

#### **NETWORK SECURITY AND PRIVACY LIABILITY**

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

#### **POLLUTION LIABILITY**

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

#### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).



## **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

## **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

☒ Grantee is a subrecipient      ☐ Grantee is a contractor      ☐ Not applicable

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

**"Contract"** means this Grant or any contract or subgrant funded by this Grant.

**"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§ 200.500 *et seq.*

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

**3. ADDITIONAL FEDERAL REQUIREMENTS**

None.



**EXHIBIT D**  
**FEDERAL AWARD IDENTIFICATION**  
**(Required by 2 CFR 200.331(a))**

(i) Grantee Name: (must match DUNS registration)	Marion County
(ii) Grantee's DUNS number:	091535216
(iii) Federal Award Identification Number (FAIN):	SLT0038
(iv) Federal award date: (date of award to DAS by federal agency)	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Grant:	\$1,856,695.31
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$19,057,919.13
(viii) Total Amount of Federal Award committed to Grantee by Agency: (amount of federal funds from this FAIN committed to Grantee)	\$19,057,919.13
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

## EXHIBIT E

### EQUITY PLAN SUBMISSION GUIDANCE



May 2021

#### **Purpose**

- Provide process through which jurisdictions may move to Lower Risk once 65% of their population age 16 years or older have received a first COVID-19 vaccine dose while also demonstrating their commitment to continuing to eliminate racial and ethnic vaccine inequities.

#### **Background**

- OHA has the following goals:
  - Reach parity in vaccination rates by closing gaps in race and ethnicity vaccination rates by August 31, 2021.
  - Ensure vaccine access to all populations with a focus on populations experiencing racial and ethnic vaccine inequities.
  - Encourage and facilitate local public health partnerships with community-based organizations (CBOs) and employers in their jurisdiction.
- OHA has an expectation that jurisdictions are using multiple channels for providing meaningful, culturally-responsive, low-barrier vaccine access. While mass vaccination sites are a key strategy for vaccine access, these sites likely do not meet the needs for many populations that have borne the greatest burden of COVID-19 disease and death. In addition, due to decreased vaccine demand, many of these sites are starting to ramp down.
- OHA expects the LPHA and its partners have been and will continue to actively collaborate with community-based organizations, employers and others to proactively reach all eligible populations who have not yet been vaccinated, especially those experiencing racial and ethnic vaccine inequities. These collaborations are essential to ensuring groups such as migrant and seasonal farm workers, Black, Indigenous, Tribal, other communities of color, houseless populations and others have low-barrier, culturally responsive, meaningful access to vaccine.

#### **Moving to Lower Risk**



- The earliest a county may move to Lower Risk is May 21, 2021.
- To move to Lower risk, at least 65% of all people age 16 years or older in the jurisdiction must have received a first dose.
- In addition, an LPHA must do the following to move to Lower Risk:
  - Submit to OHA responses to questions related to LPHA's ongoing and future efforts to maximize meaningful, low-barrier access to vaccine for all eligible populations, especially those experiencing racial and ethnic vaccine inequities.
  - Submit an attestation statement form signed by the Local Public Health Administrator, Local Public Health Officer and the Chair of the LPHA Governing Body (this is the Board of Commissioners in all counties except Gilliam, Sherman, Wasco and Wallowa).

### Required Questions

- LPHA must respond to each of the following questions. Please restate the question and provide a subsequent response specific to each question.
  - Please review race/ethnicity data for the LPHA jurisdiction on the OHA website and the race/ethnicity vaccination rate data shared weekly with the LPHA. Based on the experience of the LPHA and its partners, including community-based organizations, what are the operational, policy, and systemic barriers or strengths demonstrated in these data?
  - What steps have the LPHA and its partners already taken to address specific racial and ethnic vaccination inequities in the community?
  - What steps do the LPHA and its partners plan to take to continue to address these inequities in the jurisdiction?
  - What plan does the LPHA and its partners have to close the specific vaccine equity gaps among specific racial and ethnic populations?
  - OHA has provided LPHAs county level survey data from OHA-funded CBOs indicating their preferred involvement in vaccination efforts. In reviewing the CBO survey results that outline the interest of CBOs in your community to host, support, and/or promote vaccine events in your jurisdiction:
    - What steps are the LPHA and its partners taking to engage and actively partner with these and other organizations to increase meaningful, culturally-responsive, low-barrier access to vaccines?
    - How will the LPHA and its partners ensure that CBOs and



navigators are aware of vaccine events so they can assist with registration and outreach as able?

- The agricultural employer survey results were shared with the LPHA and the LPHA has provided information to its Regional Emergency Coordinator (REC) about how the LPHA and its partners plan to use the survey results. OHA will be reviewing the information provided by the LPHA to the REC. Does the LPHA have any additional updates regarding work to serve agricultural workers in its jurisdiction since the LPHA last provided information to the REC?
- What steps have the LPHA and its partners taken to actively address vaccine confidence in the community?
- What plans do the LPHA and its partners have continue addressing vaccine confidence?
- What is the communications plan to dispel misinformation through a comprehensive, multi-modal communications strategy for communities experiencing racial and ethnic vaccine inequities in your jurisdiction? Examples could include: Spanish language radio spots, physically distanced outdoor information fair, training local faith leaders and equipping them with vaccine facts and information to refer a community member to a health care professional for follow up, etc.
- How has and how will the LPHA and its partners ensure language accessibility at vaccine events?
- What plans do the LPHA and its partners have to decrease transportation barriers to accessing vaccine?
- What plans do the LPHA and its partners have to ensure meaningful, low-barrier vaccine access for youth, especially those from Black, Indigenous, Tribal and other communities experiencing inequities in COVID-19 disease, death and vaccination?
- How will the LPHA and its partners regularly report on progress to and engage with community leaders from the Black, Indigenous, Tribal, other communities of color to regularly review progress on its vaccine equity plans and reassess strategies as needed?

### **Required Attestation Statement**

- Please copy/paste the statement in italics onto letterhead. The LPH administrator, LPH Officer and Chair of LPHA governing body are all required to sign (electronic signature accepted):

*We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.*

*The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.*

### **Timeline and Review Process**

- Complete documentation (as outlined above) must be submitted by Close of Business on the Friday prior to the Friday on which the jurisdiction would move to Lower Risk. Announcement of jurisdictions moving to Lower Risk will be made on Tuesday prior to the Friday when movement will occur.
  - For example, to move to Lower Risk on Friday, May 21, LPHAs should submit complete documentation to OHA by 4:00 p.m. on Friday, May 14.
  - Jurisdictions moving to Lower Risk on Friday, May 21 will be announced on Tuesday, May 18.
- LPHAs submit the following to [paul.shively@dhsosha.state.or.us](mailto:paul.shively@dhsosha.state.or.us) by 4:00 p.m. on Friday a week prior to the Friday the jurisdiction seeks to move to Lower Risk:
  - Attestation Statement
  - Document that address each question outlined above by restating the question and providing response to each question individually.
  - Please note that late or incomplete submissions may result in delayed movement to Lower Risk due to additional review time required.
- Once OHA has reviewed and accepted the submission, the documentation and attestation statement will be posted on OHA's website.





Marion County  
OREGON

AMENDMENT #1 to the  
CONTRACT FOR SERVICES HE-3765-20  
between  
MARION COUNTY and INTERFACE NETWORK INC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated November 5, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Interface Network Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[150,000]160,000.

**EXHIBIT A  
STATEMENT OF WORK**

1. **STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE**




**2. Outreach and Education:**

Contractor shall continue COVID-19 outreach and education services focusing on information pertaining to COVID-19 vaccinations and vaccine hesitancy, with special emphasis on those disproportionately impacted by COVID-19.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is [ \$150,000 ] \$160,000.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE**

Authorized Signature: <u></u>	<u>4/7/2021</u>
Ryan Matthews, Administrator	Date
Authorized Signature: <u></u>	
Katrina Rothenberger, Division Director	Date
Authorized Signature: <u></u>	
Jeremiah Elliott, Sr. Admin. Svc. Mgr.	Date
	Service Code _____

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer

Date

4/9/21

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel

Date

4/9/21

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement

Date

4/7/21

**INTERFACE NETWORK INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_

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

4/23/2021

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

President

**MARION COUNTY  
CONTRACT FOR SERVICES  
COVID-19 #HE-3765-20**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Interface Network Inc., hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

ORS 430.610(4) and 430.640(1) authorize Oregon Health Authority "OHA" to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties.

This contract between the County and the Contractor is subject to the availability of local, state, and federal funds, special conditions and required provisions of Intergovernmental Agreement (IGA) #159823 between the County and OHA which is incorporated herein by this reference.

Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

The IGA is available for reference at the County's website; <http://www.co.marion.or.us/HLT/PH/Epid/Pages/cfac.aspx>

The Catalog of Federal Assistance (CFDA) number is 21.019.

The Contractor is designated as:

- ☐ Sub-recipient relationship
- ☒ Vendor relationship
- ☐ Not Applicable

**1. TERM.** This Contract is effective after signed by all parties and all required County approvals have been obtained. This Contract expires on **October 31, 2021**.

**2. CONTRACT DOCUMENTS, ORDER OF PRECEDENCE.** This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated: this Contract less all exhibits,

Exhibit A: Statement of Work

Exhibit B: Application

Exhibit G: Required Federal Terms and Conditions

Exhibit H: Required Provider Contract Provisions

Exhibit I: Provider Insurance Requirements

Addendum No.1: Health Insurance Portability and Accountability Act Business Associate Contract

Addendum No. 2: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

**3. CONSIDERATION.** The sum of **\$150,000.00** is the maximum payment amount obligated by the county under this contract.

A. Payment of Contract. Contractor shall expend the funds paid under this Contract solely on the delivery of the services listed below and as described in Exhibit A (Statement of Work), subject to the limitations outlined in the OHA Agreement and Exhibit H (Required Provider Contract Provisions), in addition to any other restrictions or limitations imposed by this. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this

Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

#### **4. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**6. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**7. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this

Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

#### **8. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**9. RECOVERY OF FUNDS.** Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

#### **10. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**11. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

#### **12. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

#### **13. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or

agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

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

C. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

D. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**14. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**15. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 14, payment shall be made as follows:

A. If terminated under 14A or 14B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 14C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 14C or 14D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**16. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship



between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

**B. SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**17. GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**18. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

**19. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**20. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**21. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**22. WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**23. REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 14C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 14 and 15 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**24. INSURANCE.**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ Required by County    ☒ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and
- ☐ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County    ☒ Not required by County.

- ☐ \$2,000,000 Per occurrence limit for any single claimant; and
- ☐ \$5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County    ☐ Not required by County.

**Minimum Limits:**

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

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

☒ Required by County   ☐ Not required by County.

**Minimum Limits:**

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 *property damage*/ \$50,000 *bodily injury* \$5,000 *personal injury*).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

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

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**25. NOTICE.** Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Esther Puentes  
Interface Network Inc.  
161 High St SE – Suite 234  
Salem, OR 97301  
503-349-1830  
epinter@aol.com

To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309  
Fax No. 503-588-5237  
and;  
Marion County Health & Human Services  
Attn: Rebecca Werner  
3180 Center Street NE, Ste 2100  
Salem, Oregon 97301  
503-361-2795 Fax No. 503-364-6552  
rwerner@co.marion.or.us

**26. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.



**27. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods / Items delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this contract and are incorporated herein.

**30. FALSE CLAIMS, FRAUD, WASTE AND ABUSE.** Contractor shall cooperate with and participate in activities to implement and enforce the County's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Contractor shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Contractor shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Contractor is required to verify that their staff and Contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Contractor is required to check the following databases for excluded individuals and entities: [www.sam.gov](http://www.sam.gov)

**31. LICENSURE.** Contractor shall maintain at all times during the term of this agreement any license(s) required by law to perform services under this Agreement. Contractor shall provide County with a copy of license(s) upon request.

**32. CONFIDENTIALITY.** Contractor agrees to sign and adhere to the Marion County Health and Human Services Confidentiality Statement.

**33. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE**

Authorized Signature:  10/21/20  
Ryan Matthews, Administrator Date

Authorized Signature:  10/21/20  
Jeremiah Elliott, Sr. Admin. Svcs. Mgr. Date

Authorized Signature:  10/28/2020  
Chief Administrative Officer Date

Reviewed by Signature:  10/27/20  
Marion County Legal Counsel Date

Reviewed by Signature:  10/27/2020  
Marion County Contracts & Procurement Date

Srv code: 0315 Acct. \_\_\_\_\_

**INTERFACE NETWORK INC., SIGNATURE**

Authorized Signature: *Esther Puentes* 11/5/2020  
Date

Title: President

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** In response to the COVID-19 pandemic, Contractor shall provide culturally responsive services and supports to individuals who speak one or more of the following languages: Spanish, Russian, Chuukese, and Marshallese.

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

1. **Social and Wraparound Services:** Contractor shall use a holistic approach in providing assistance to individuals and their families to safely isolate due to COVID-19. These supports shall be culturally appropriate to the individual. Contractor to provide financial assistance to individuals affected by COVID-19, and shall include child care supports, utilities assistance, rent assistance, health supplies, food assistance, referral to medical care and mental health providers and other services identified by the Contractor as required.
2. **Outreach and Education:** Contractor shall implement the following strategies; radio advertisement on Spanish language radio, community virtual and potential in-person meetings in English, Spanish, Mixteco, and Russian, utilize social media to provide OHA COVID-19 materials, and participate in collaborative meetings, webinars and activities with regional stakeholders.. Examples of communication shall include flyers, brochures, radio and digital public service announcements in multiple languages.

C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$150,000.00

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor upon receipt of Contractor's monthly invoice. Contractor's invoice shall include a breakdown of costs for each of the services provided that month as described in 1. B. above.

B. **BASIS OF PAYMENT FOR SERVICES.** Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.

D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.



E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Health & Human Services  
Attn: Accounts Payable  
3180 Center St. NE – Suite 2100  
Salem, OR 97301**

EXHIBIT B

**INTERFACE NETWORK**

**MARION COUNTY - REQUEST FOR APPLICATIONS (RFA)**

**COVID-19 CULTURALLY SPECIFIC COMMUNITY BASED  
ORGANIZATIONS (CBO)  
C25102-HE765-20**

Proposers must include the following as part of their proposal:

- a. **Is the organization contracting or intending to contract directly with the Oregon Health Authority for any activities related to COVID-19, including contact tracing? \*Note: CBOs may contract with both OHA and Marion County.**

Yes, Interface Network has contracted directly with Oregon Health Authority for activities related to COVID-19.

- b. **Organization shall be prepared to contract with County for two out of the three supports listed below. Describe the approach and management plan for providing the services for the supports you are applying for.**

1. **Contact Tracing:** A critical part of the case investigation process which involves calling individuals with a confirmed case of COVID-19 and asking them questions about places they have been and people they've had close interactions with and providing education and resources. Training will be provided by Oregon Health Authority. Organization must have equipment to support contact tracing, including phones and computers, or the ability to obtain phones and computers within 3 months of the award. **N/A**
2. **Social and Wraparound Services:** This category includes any services to assist individuals and families in safely isolating due to COVID-19, behavioral health services, food and supply deliveries, childcare supports, or any other services identified by the CBO.

Interface Network will use a holistic approach to provide wrap-around services to assist individuals and families in safely isolating due to COVID-19 and will look at the whole person to assess the well-being, social, emotional, safety, health, and employment needs of individuals. Interface staff works collaboratively and respectfully with clients to acquire the resources they need. All diverse individuals are treated with compassion, respect and dignity and culturally and linguistically appropriate services are always provided. All services will be relevant, user-friendly for the target population, provided in the primary language and maintain the dignity and safety of the diverse communities.

Esther Puentes, President of Interface Network Inc., has 34 years' experience managing grant programs at the federal, state, and local level and will serve as the Fiscal and Reporting Manager/Outreach of the Multicultural COVID-19 Program. Esther (.30 FTE) will maintain all expenditure records, prepare all grant reports for submission, provide oversight for outreach and education, manage the program budget and do all purchasing of food, PPE and supplies and pay for wrap-around support services using Marion County Funds. Interface Network has an excellent reputation for completing all grant projects on-time and on-budget and has partnered with Oregon Health Authority to provide culturally specific community services for eleven years. Marin Arreola will serve as the Program Manager/Outreach and will be responsible for Program management, staff supervision, outreach and marketing management, media creation, coordination and implementation – (radio, print, social media), partners' liaison, county liaison, etc. Responsible for business owners training components and materials development. Colleen Puentes will serve as Training/Education/Wrap Around Services Specialist - .40 FTE - Conduct community engagement outreach activities/events, develop and implement Spanish training/education activities and events for youth and community members, develop education and marketing materials and videos, information/materials dissemination, work with Program Manager to develop employer training materials, assist with wrap around services activities/tasks, etc. Interface staff, Itzel Gonzalez, 1FTE and an additional .5 FTE staff will be hired to work as Education and Support Service Specialists and will work with clients to disseminate COVID-19 safety and prevention information, food, PPE, pay for rent assistance, car payments, insurance payments, utilities payments, phone service payments, hotel vouchers, gear for individuals experiencing homelessness, and make referrals to mental health counseling and other CBO's for services. Ms. Gonzalez worked for Salem Health for more than four years prior to joining Interface Network, in Environmental Services, Imaging and Lab check-in for Spanish-speaking clients and at the Salem Health clinic in Woodburn working with Spanish and English-speaking patients. She is fluent in English and Spanish and is currently working to complete a Bachelor of Science degree in Social Work at Portland State University. Interface staff will work on this Program remotely from home, in the Interface office in downtown Salem and in the Woodburn office and out in the community as needed. No-contact, delivery of wraparound services and supplies will be implemented as much as possible. Interface has the technology, computers, printers, telephones, and offices to implement a high quality, professional program implementing social distancing and serving Latinos, Russians, Pacific-Islander, and other diverse community members and families. Please see the response to question E for more details about the Social and Wraparound Services that will be provided by this Program.

- 3. Outreach and Education:** Any activities aimed at sharing important messaging and information with the community about COVID-19. Past examples include video production, direct calls, text messaging, and print advertising in appropriate languages. This may include providing education to employers or other groups.

Interface staff, Marin Arreola, has 25 years' experience implementing, business development, outreach, health, and education campaigns for the target populations and will manage the outreach and education; and the small business components of this Program. He will provide leadership for the Outreach and Education Specialists and will work directly with radio (La Campoena, Radio Poder, La Pantera), social media and other media partners to schedule programming and announcements. The **Multicultural COVID-19 Program** will be developed and implemented using culturally and linguistically appropriate practices that maintains the



dignity and respect for all diverse families and individuals. Interface staff will interact with the Russian, Latino, Pacific-Islander, and other diverse communities by implementing the following strategies:

- **Radio Advertisement on Spanish Language Radio:** Nine out of ten adults listen to the radio each day. The radio is an excellent, effective, and proven source of advertisement and information dissemination in Spanish language communities and in English. Advertisements will be announced on Radio Poder, La Pantera and La Campeona radio stations, and other English language radio stations. Interface Network has negotiated a reduced rate for radio air time than currently available at market rates, and La Campeona will contribute in-kind additional air time at no cost, thus saving the **Multicultural COVID-19 Program** money for a highly successful and proven method of advertising to the target market.
- **Community Virtual and Potential In-Person Meetings:** Outreach staff will be available to make presentations in English, Spanish, Mixteco and Russian about the **Multicultural COVID-19 Program**, at local community events, church events, health fair events, etc. Staff will also do grassroots canvassing at housing developments, Lancaster Mall, the flea market on Portland Road, Russian flea markets, etc. as COVID-19 social distancing guidelines allow. Outreach and education activities will also be conducted via ZOOM.
- **Social Media:** Interface Network uses Facebook regularly to live stream, post information, and advertise health events promoting OHP and other health care services. This format has proven highly effective with Russians, Latinos, Spanish-speaking clients and youth and young adults who access Facebook daily. Interface will use language specific Facebook to provide OHA COVID-19 materials, disseminate accurate COVID-19 prevention information and to promote Program education/training and outreach activities/events. Interface will also use Zoom to provide training and conduct COVID-19 safety and prevention education.
- **Collaborative Meetings/Webinars/Activities:** Interface staff attends and participates and will continue to participate in Regional Collaborative Meetings and work with OHA staff, and State of Oregon staff and other community stake holders relative to COVID-19 information dissemination and prevention. Interface will meet with other social service providers to promote wrap-around services for qualifying clients, promote education opportunities, promote COVID-19 safety and prevention, and promote the business training for minority small business. The following is a sampling of collaborative meetings: Inmate Transition Webinars, Latino Webinars, OHA Regional Collaborative Meetings, OHA Grantee Webinars, Regional SIT meetings, Vocational Rehabilitation Collaborative Meetings, Willamette ESD Meetings, and ONE System Webinars. Interface staff will participate in all OHA and Marion County led COVID-19 meetings, webinars and activities and will collaborate and attend if other grantees host meetings and activities.

Please see question E for more details about the Outreach and Education Services that will be provided by this Program.

**c. Please describe how the mission of the organization promotes health equity and delivering culturally and linguistically appropriate services. Please provide one example within the past two years.**

Interface Network was a pioneer in the state of Oregon relative to diversity, inclusion, and developing culturally competent and responsive service delivery. Interface President, Esther Puentes has been working with the communities most impacted by COVID-19 since 1986, and has worked directly with migrant populations, immigrants, and Latino, Pacific-Islander, Alaska native, indigenous, Vietnamese, Laotian, Russian, and Native American populations in education, workforce development and healthcare. Interface Network staff has worked on numerous projects aimed at reducing health disparities across Oregon. Interface Network has 34 years of experience providing high quality outreach and education services to communities of color, Latinos, Spanish-speaking individuals, Russian communities, Pacific Islander communities, youth and immigrants and 11 years' experience collaborating with Oregon Health Authority to provide OHP outreach, education, and enrollment services to communities of color.

All Interface Network staff is trained in cultural competence, service equity, diversity, cultural agility, inclusion, cultural humility, and trauma informed care. The guiding principles of equity, inclusion and empowerment are at the root of Interface's success in outreaching to and delivering services to non-English proficient, limited English proficient, ethnically, and linguistically diverse and socio-economically diverse populations. By operating a program that combines these guiding principles with expertise and 34 years' experience operating programs that target diverse priority populations, Interface successfully develops programs that are culturally and linguistically responsive to the needs of diverse communities.

In 2010-2012, Interface staff, Colleen Puentes, was contracted by Job Growers Inc. to develop and implement training as part of a healthcare grant. Training was conducted over a two-year period for service providers in the adult care and nursing home industries relative to marketing and outreach to senior clients in communities of color, culturally competent care and working effectively with diverse staff and coworkers. In addition, Ms. Puentes was chosen as part of a special team of master trainers contracted by the Department of Human Services to conduct diversity and cultural competency training across the state of Oregon for all DHS employees. Almost 10,000 DHS employees received training as part of the initiative in diversity and culturally competent service delivery to DHS clients and internal customers. Ms. Puentes has conducted equity and cultural agility training or provided technical assistance and strategic planning services to Salem Health, American Red Cross, Willamette Valley Hospice, West Valley Hospital, Willamette Valley Medical Center, Oregon Health Sciences University (OHSU), DHS Office of Equity and Inclusion, MODA Health, Family Care, Providence Benedictine Orchard House Personalized Living Center, and Southern Oregon Health Coalition. Ms. Puentes provides yearly service equity and inclusion training for all Interface staff and will provide training in the CLAS Standards and Reducing Health Disparities, Trauma Informed Service Delivery, Working Effectively With LGBTQ Clients and Service Equity as part of the Interface Network staff development to implement this grant. Ms. Puentes will provide training as part of this grant and will work with youth wrap-around services, youth health education, and wrap-around support in the Latino, Russian and Pacific Islander communities.

In 2018, Marin Arreola of Interface Network, founded the Mid-Willamette Valley Health Equity Coalition with the mission of reducing health disparities and promoting optimal attainment of

health for all individuals in Marion and Polk Counties regardless of ability, age, educational level, ethnicity, gender, income, language, race, religion, sexual orientation and social status. The goals of the coalition are to conduct advocacy, promote health education, create community engagement, and build relationships with all sectors of our community to eliminate health disparities. The coalition is comprised of 52 members that represent community clinics, hospitals, public health organizations, universities, Oregon Health Authority, DHS, school districts, businesses, community non-profits, City of Salem, Marion County Public Health, Polk County Public Health, Interface Network, Kaiser Permanente, Salem Health, PacificSource, Mano A Mano, etc. Health equity and effectively serving Priority Populations is at the forefront of the Health Equity Coalition started by Marin Arreola and at the heart of all healthcare related outreach and enrollment services Interface Network provides through grants. Mr. Arreola will work with small business education, print and radio media development and implementation, community and families outreach and education and wrap-around support in the target communities.

Interface Network has offices in Salem and in Woodburn and has worked extensively throughout rural communities in Marion and North Marion Counties working with culturally and linguistically diverse individuals. Established thirty-four years ago on the principles of diversity, equity, education, justice, and empowerment for all individuals, Interface is respected throughout Oregon in ethnically and linguistically diverse communities, in immigrant communities and amongst community based organizations, service providers and other grassroots organizations that serve Spanish-speaking Latinos, Russians, Pacific-Islanders, immigrants, youth and other priority populations. The Interface staff has over 95 years' combined experience working with linguistically and ethnically diverse populations, communities of color, immigrants, individuals in poverty, youth, individuals with disabilities, and other under-served priority populations. Interface has extensive experience serving priority populations and non-English proficient Oregonians in health coverage, healthcare access, reproductive healthcare access, health system navigation, outreach and enrollment campaigns, education programs, social services, wrap-around services, English as a Second Language (ESL), small business and workforce development, GED, and youth education and job readiness. The staff understands the complex cross-cultural barriers, stigmas and societal challenges that negatively impact health outcomes of priority populations.

As Oregon continues to become more racially, ethnically, and linguistically diverse, health care systems, education institutions, social service agencies, the private sector and government, are called upon to provide services that meet a wide variety of perspectives, practices, behaviors, beliefs, primary language backgrounds, and cultural norms. Failure to provide comprehensive systems change across institutions including health, government, and education, has had significant negative health consequences for minority groups and other historically under-served populations. Communities of color have historically experienced health disparities, and disparities in access to education, safe housing, and employment, that have only been compounded by the effects of the COVID-19 Pandemic. Communities of color have been hit especially hard by COVID-19 and are experiencing positive COVID-19 testing rates much higher than whites and percentages disproportionate to their percentage of the overall population in Oregon. Marginalized communities have been more impacted by COVID-19. This crisis will impact and have consequences for all Oregonians.



The following are examples of similar work Interface has conducted within the past two years.

- **Interface Network Regional Hub Cover All Kids Program November 2019 - June 2021** – A Program that provides culturally and linguistically targeted outreach, education, enrollment, and OHP system navigation to youth under 19 regardless of immigration status. The program targets undocumented and documented youth under 19 years of age. In addition to outreach and enrollment, the program assists kids and families in understanding their OHP coverage, how to use their benefits, how to use their primary care, how to keep their insurance and help to ensure the social determinants of health are addressed. Interface Network is the lead organization and serves as the Regional Hub for Marion and Polk Counties; partners include Marion County Public Health, Salud Medical Center, Lancaster Family Health Center, Willamette Family Medical Center, Salem Health, Salem-Keizer School District, Woodburn School District, Willamette WESD, Mano A Mano, Radio Poder, and other partners.
- **Empowerment and Leadership for Youth and Young Adults Program (ELY) – 2009 to Present** – A successful WIOA-funded, Youth Opportunity System Program for 16 to 24-year old's in Marion County. The Program works with disadvantaged opportunity youth, students of color, immigrants, individuals with disabilities, LGBTQ, homeless, youth affiliated with the juvenile and adult justice system, high school drop-outs and students at risk of dropping out to reengage, retain and complete a high school diploma or GED program. The Program also helps youth with job readiness training, resume development, career exploration, career planning, financial literacy training, trades and apprenticeship exploration, paid internships, and post-secondary transition assistance. Over 68% of ELY participants identify as a person of color and 18% have an identified disability.

Interface staff understand the barriers that perpetuate health disparities and sometimes keep language diverse consumers, diverse populations, and immigrants from accessing beneficial health care programs; challenges such as non-English proficiency, negative past experiences, lack of access and information, lack of bilingual healthcare providers, lack of health coverage, immigration status, taboos, fear and culturally specific beliefs and practices. Immigrant populations, and linguistically and ethnically diverse communities, come with a rich history and unique set of norms, values, beliefs, and life experiences relative to health care practices, health coverage, wellness, preventative care, and reproductive health care. Cultural “drivers” or “norms” impact a persons’ beliefs about one’s health, wellness, preventative care, use of RH services, personal practices, and making health care decisions for individuals, couples and families. Interface has worked with immigrants, Latinos, and non-English proficient Oregonians, in health program enrollment and health system navigation for 11 years. The staff is experienced in how culture can impact health care decisions. The staff goes far beyond providing referrals and application assistance services in other languages, i.e. Spanish and Russian. Interface serves clients “holistically”, and views clients as individuals with a variety of health coverage needs that are much more complex than primary language assistance and interpretation services.

All Interface programs are customer centered and provided with equity, respect, and dignity for the client. The staff is highly skilled at providing health education, and culturally sensitive, unbiased information regarding healthcare services and programs through OHA/DHS so clients can make educated decisions for themselves and their family. Interface staff partner with individuals to make informed decisions for themselves. It is a collaboration between the

Interface staff and client. Clients have a rich, complex personal history and life experiences and cultural practices that must be respected to serve the client effectively. Staff work continuously to ask questions respectfully, limit all assumptions about individual clients, limit assumptions about culture and ethnic groups, avoid stereotypes relative to gender roles, create open dialogue with clients, tailor the approach to individuals, provide unbiased health information and respond to the needs of each individual, within a contextual understanding of cultural, ethnic, social, economic, political and linguistic disparities that impact communities of color. Education is the key to improved health outcomes and reduced disparities for priority populations across the United States.

Interface promotes equity and inclusion and targets multiple diverse, under-served populations, including but not limited to Spanish-speaking consumers who are non or limited English proficient, other non-English proficient diverse populations, immigrants, other communities of color, youth and rural or isolated populations in Woodburn, St. Paul, Gervais, Santiam, Stayton, Sublimity, Hubbard, Silverton, Brooks, etc. Interface also currently works with other programs that serve other priority populations and staff are highly experienced and skilled working with individuals with disabilities, teen parents, single parents, non-English proficient, English Language Learners, LGBTQ young adults, high school drop-outs, homeless individuals, individuals involved with the juvenile and adult justice system, young adults in substance abuse recovery, domestic violence victims, unemployed, individuals in poverty, trauma affected individuals, youth in the foster care system and young adults who have aged out of the foster care system,

### **Outreach to Communities of Color**

Cultural and linguistic competency, and service equity is at the root of the **Multicultural COVID-19 Program**. The staff who will work on this Program are all bilingual and bicultural – Latino Spanish-speaking, Russian-speaking, indigenous, farm worker specialists, etc. All marketing/outreach, education, information dissemination activities and wrap around services and events will be guided by the principle that everyone will be respected, and his/her contribution to society will be valued. Many of the target Latino families, Russians, and farmworkers are non-or limited English proficient. For this population - outreach/marketing, technical assistance and information dissemination will be conducted in Spanish and indigenous dialects (Mixtec) and Russian. The Spanish/Russian language used will be skill level appropriate, not highly technical, straight forward, and communicative focused. Literacy is the key to the success of this community outreach, engagement, educational and wrap-around service program. This will be a critical factor in the development of digital, printed, audio and audio-visual information and in the selection of education methodology. COVID-19 information will be developed and disseminated tapping the different learning preferences, styles, and skills of youth, the adult learner and target population – printed, visual, auditory, manipulatives, hands-on. Culture is a key element in understanding what is behind the variety of Latino and Russian community members' responses and reactions. Culture determines how we behave and interact with others. Although there are many definitions and uses for the word "culture," the essence of all of them comes down to "the way we do things around here." It is the shared way of life of a group of people. Cultural drivers guide our "cultural" behavior and fears. Cultural drivers include verbal/nonverbal communication, communication style, family structure and dynamics,

attitudes toward finances, time and authority, levels of formality, attitudes towards healthcare and preventative healthcare and the role of the individual in society.

### **Guiding Principles**

The guiding principles are a critical feature of the culturally and linguistically appropriate **Multicultural COVID-19 Program** to ensure that the campaign is culturally and linguistically relevant, effective, successful and that the program meets or exceeds Program goals. By utilizing culturally competent practices and continuously fine tuning its health equity lens, Interface effectively provides community engagement outreach, education and wrap around services to target populations who are not fluent in English. Interface Network has been successful at providing services by practicing the following guiding principles in the development of all program outreach and service delivery:

- Culturally Competent Service Delivery
- Inclusion
- Linguistically and Culturally Appropriate and Relevant Services
- Respect for all diverse populations
- Integrity, transparency, and openness
- Equity Lens
- Establishing trust with clients
- Maintaining the dignity of all Oregonians
- Customer focused service delivery
- Service Equity – Provide customers with the service *they* need.
- Platinum Rule – Treat individuals the way *they* want to be treated.
- Modified Service Delivery
- Confidentiality
- Self-Accountability
- Relationship building
- Collaboration and Community Partnerships
- Assessment

The **Multicultural COVID-19 Program** will utilize the following areas of staff expertise in developing effective and culturally relevant services, delivering services with an equity-based approach and in conducting program evaluation to carry out the grant activities.

### **Areas of Expertise**

- Serving Priority Populations
- Established connection to the Latino and Spanish-speaking community
- Established connection to the Russian and Russian-speaking community
- Established relationships with key community partners that serve Latino clients
- Developing linguistically and culturally appropriate health care information
- Bilingual Service Delivery
- Service Equity
- Cultural Agility



- Trauma Informed Service Delivery
- Flexible hours of operation – early morning, evening, and weekend appointments available
- Outreach and Health Coverage Enrollment Services
- Health Education Campaigns targeting communities of color
- Health Disparities in communities of color
- Twenty-five years of experience providing consulting services to Latino and other diverse small business owners

Additionally, Interface staff are highly experienced working with teen and young adult populations, LGBTQ populations and individuals with disabilities. For the past 11 years, Interface Network has operated the ELY Empowerment and Leadership for Youth and Young Adults Program that provides workforce training and educational assistance to youth between the ages of 16 and 24 who experience many social, educational, health and workforce barriers. The program provides access to many social services and wrap around services such as access to hygiene products, clothing assistance, work related tools and equipment, transportation, childcare, rental assistance, occupational training, education re-engagement, housing assistance, mental health care, drug and alcohol dependency counseling, etc. The Program will utilize this experience in developing and conducting outreach to youth and young adults.

**Trauma Informed Approach:** Many Oregonians needing COVID-19 prevention information and wrap-around services, will be individuals who have experienced life trauma. Although there is typically no way to know if new clients have experienced trauma, it is critical to take a proactive approach and consider how trauma can impact clients and how service providers can create safe spaces where clients feel comfortable, valued, included and respected. All Interface services are developed and offered via a trauma-informed approach for all service delivery. The trauma-informed approach will be critical to the success of this Program working with Latinos, Russians, Pacific Islanders, Spanish-speaking Oregonians, farm workers, immigrants, communities of color and youth. All community engagement outreach, education, and wrap around services will address:

- Safety – does the client feel safe? This includes developing safe spaces where clients feel culturally, emotionally, and physically safe when accessing Interface services. Are clients comfortable or is there a level of unease and discomfort? Staff must be aware, and this must be addressed to work effectively with clients.
- Transparency and Trustworthiness
- Choice – staff will present facts, accurate information, and choices
- Collaboration and Partnership – diminish concepts of power between staff and client
- Empowerment

The greatest social determinants to health status are education level and income. Racial and ethnic minorities, non-English proficient or limited English proficient populations and other marginalized populations, suffer from health inequities or disparities in disproportionate numbers due to the multiple barriers they face in accessing health coverage and services. These barriers include but are not limited to; education level, income, access to appropriate services, unconscious systemic bias, lack of diversity in health care leadership and workforce, systems of care poorly designed to meet the unique needs of diverse populations, and ineffective communication between providers and patients of different racial, cultural, ethnic and language background. In addition, the lack of knowledge and strategies to address health disparities across

some health care organizations, and the current lack of culturally competent practices across some health care systems, perpetuate the current inequities and health disparities.

As we face the current COVID-19 Global Pandemic, failure to value, understand complex identities, accommodate and provide equitable services addressing sociocultural differences, will specifically have significant dire health consequences for minority populations that already experienced serious health disparities prior to the COVID-19 pandemic. Cultural competency and equity are at the core of high quality, customer-centered care, and client services, which directly impact access to healthcare, affordable and safe housing, workforce development, small business development and employment outcomes. According to the Institute of Medicine's report, *Unequal Treatment Confronting Racial and Ethnic Disparities in Healthcare*, a consistent body of research indicates that a lack of culturally competent care directly contributes to poor patient health outcomes, reduces the rate of patient compliance, and increases health disparities. These health disparities may be compounded by lack of information, lack of understanding or lack of services targeting communities of color and non-English proficient Oregonians.

Cultural competence and service equity across systems – workforce development, healthcare, education, and government, means providing equity in all services provided to ensure everyone gets what they need. It includes, but is not limited to social needs, cultural needs, and linguistic needs. Culturally competent and appropriate practices across private and public sector systems increase access to cultural competence refers to behaviors, policies and practices that reflect appropriate application of knowledge and attitudes.

**d. In which languages are services and supports offered?**

Interface Network will provide all outreach/marketing, technical assistance, information dissemination and wrap-around services case management, in Spanish and Mixtec, Russian and English. The Spanish, Russian and Mixtec language used will be skill level appropriate, and literacy level appropriate, culturally relevant, straightforward, and communicative focused. Addressing literacy level is the key to the success of this outreach and education program targeting Latino, Russian, indigenous and other diverse small business owners, youth, community members and families. Culture determines how we behave and interact with others. Applicants who require language assistance in a language other than English, or Spanish or Mixtec, will be assisted via interpreters. Interface will work closely to ensure that **all language assistance needs** and all needs to communicate via alternative modalities of communication, are met by securing interpreters, sign language interpreters or use of communication devices for outreach, education, training, wrap-around service delivery and referral appointments as necessary.

**e. What services and supports is the organization prepared to contract with County to provide?**

As communities across Oregon work to stop the spread of COVID-19 and address the increased demand for care of people with COVID-19, Marion County continues to be one of the hardest hit counties in the state. There have been 3,662 cases, and 77 deaths in Marion County. Only Multnomah and Washington counties in Oregon have experienced more positive cases, but both counties have much larger populations. The Latino community in Marion County is 27.2% of the

total population but represents a disproportionately high percentage of the overall positive COVID-19 cases in the region. **In Marion County, 50% of the total COVID-19 cases are Latinos.** Statewide, Latino individuals are 40% of the total COVID-19 cases reported in Oregon. Employment as essential workers, the inability to work safely from home, large families and multigenerational families living in the home, lack of social distancing and a failure of the state of Oregon to adequately educate Latino, Pacific Islander and Russian speaking communities early on regarding COVID-19, have resulted in high rates of COVID-19 infection in these struggling communities of color in Marion County. COVID-19 is causing a health crisis in Latino communities that only compounds the serious health disparities and inequities that already existed for Latinos prior to March 2020. Woodburn, East Lancaster area of Salem and the city of Keizer, have large Latino populations and have been hardest hit with positive COVID-19 cases in Marion County.

Interface Network proposes to use Marion County funds to implement a comprehensive, multi-faceted approach to combat the COVID-19 crisis in communities of color by focusing on small business COVID-19 safety education, outreach and education for diverse individuals and families, and wrap-around support services for diverse individuals and youth impacted by COVID-19. Interface will provide the following services in Marion County:

- Culturally and Linguistically Appropriate Training and Business Consulting for Latino small business owners, Spanish-speaking business owners, Russian businesses and other diverse small business owners relative to COVID-19 Safety for employees and customers to ensure that minority small businesses in Marion County adhere to CDC and state COVID-19 prevention and safety standards.
- Provide COVID-19 safety and prevention signage, social distancing labeling, and PPE as needed for minority owned, small business.
- Culturally and linguistically appropriate outreach and education campaign for Latino, Pacific Islanders, and Russian families and other diverse community members relative to COVID-19 safety, prevention, and best practices to keep families safe and stop the spread of COVID-19.
- Wrap-around services and support services for Latinos, Russians, Pacific Islanders, youth of color and other culturally and linguistically diverse youth and families, including no-contact delivery of food and supplies, PPE, gas cards, car insurance payments, car registration, rent assistance, phone service, mental health services referral, utilities payments, etc.

The greatest social determinants to health are education and income. Interface Network will use a multi-layered approach by focusing on business and employment, health education for individuals and families, and personal safety to tackle the current COVID-19 health crisis. Interface will target the Latino, Russian, and Pacific Islander communities in Marion County by focusing on small business assistance relative to COVID-19 safety and prevention, and wrap-around services assistance for Latino, Russian, and Pacific Islander community members and families who have been impacted by COVID-19. Interface Network will use Marion County funds to assist minority small business owners to assess their current safety plans relative to COVID-19, help business owners to implement safety and COVID-19 prevention measures at the work site, and improve business practices and business planning to survive the recession brought on by the pandemic. Funds will be used to provide PPE for business owners and their employees and customers for employers who cannot afford to provide these safety measures.

Masks, gloves, hand sanitizer, posters in multiple languages and safety information will be provided to Spanish-speaking, Latino, and Russian-speaking small business owners. Interface will provide food, rent support, PPE and other support services to ensure that individuals and families impacted by COVID-19 in the Latino, Russian and Pacific Islander communities in Marion county can successfully survive the negative health and financial impacts of COVID-19.

Marion County has a large Latino population, 27.2% of the population and a large percentage of those individuals are not proficient in English. Funding is needed to provide comprehensive COVID-19 safety and prevention education in Spanish. Interface will partner with other organizations throughout the region to produce and distribute OHA print material, flyers, and will develop COVID-19 safety and prevention training for Latino small business owners, other small business owners and diverse youth. Interface will use CRF funds to provide economic resources to individuals impacted by COVID-19, including business consulting, wrap-around services, and outreach and education. Support services such as hygiene products, laundry soap, car payment assistance, car insurance assistance and utilities payments will be available. Marion County funds will be used to assist individuals who have tested positive and must miss work, family members exposed to a positive person who need to miss work, individuals who have lost employment due to COVID-19, and individuals who have had their hours drastically reduced due to COVID-19.

Marion County needs immediate funding and assistance to address the serious health crisis that can be directly attributed to the current COVID-19 pandemic. Communities in rural areas and North Marion, such as the Russian and Latino population in Woodburn, Gervais, Hubbard, need access to free personal protective equipment, PPE and COVID-19 prevention and safety education. 14.5% of residents in Marion County live in poverty and unemployment in Marion County was 10.1% in July, more than double the rate from the same time a year ago. COVID-19 has drastically affected the unemployment rate and ease of job search in Marion and Polk County. Funds must be made available to help communities of color in Oregon who were already struggling and living paycheck to paycheck prior to March 2020.

Interface Network, seeks funding through this proposal to assist the Latino, Russian and Pacific Islander communities, and was the first organization in the state of Oregon to partner with television station Univision to produce a television commercial in Spanish to spread awareness about COVID-19 and give safety and prevention information in Spanish via television commercials. Six weeks after COVID-19 safety and prevention commercials began running regularly in English, on English language television stations, the state of Oregon had still not implemented a Spanish-language marketing campaign on television. Interface staff Marin Arreola, founder of the Mid-Willamette Valley Health Equity Coalition, spearheaded efforts to secure funding and develop and begin airing COVID-19 safety and prevention commercials on Univision in Spanish. Interface Network was also instrumental in advocating for and starting radio commercials and COVID-19 safety and prevention public service announcements. Thanks to Interface Network's leadership, Spanish-language radio in the greater Willamette Valley began running informational and educational ads relative to COVID-19 safety and prevention every half-hour. These funds were limited; this Program will allow COVID-19 safety announcements and education PSAs to continue.



## **Latino Small Business Development Program COVID-19 Response**

As part of the **Multicultural COVID-19 Program**, the Latino and Russian Small Business Development Program, will provide business development training and technical consulting to Latino, Russian and other minority businesses impacted by the COVID-19 Pandemic. The Latino and Russian business community is difficult to educate through mainstream, traditional business development training programs due to cultural, educational, and linguistic barriers. The barriers that already existed have been compounded by COVID-19. Latino small business owners and Russian business owners need comprehensive training and technical assistance to implement safety training, COVID-19 prevention training for employees and protocols to adhere to state mandated social distancing and mask rules in Marion County. This **Program** will be implemented onsite at the business or online via Zoom. Marin Arreola, the past director of many of Interface Network's outreach and training Programs, has 25 years' experience in workforce and small business development and will work with small Latino business owners to design and tailor the training specifically for the Latino business communities, using research based best practices and methodologies and linguistically and culturally appropriate approaches. The program will provide business planning and technical assistance services will be provided in English and Spanish in Marion County, which includes rural areas with large Latino populations, emerging Latino business owners and distressed and redeveloped areas.

The Program will provide Latino business owners with the tools to operate a sustainable, self-sufficient business in times of COVID-19 and practice safety during the COVID-19 pandemic. Many small businesses have been negatively impacted due to low-traffic, customer fear, and loss of profits and employees. The program will provide concrete, comprehensive and innovative business planning knowledge and strategies to participants who are non-English proficient with low literacy and low education levels in their primary language, Spanish.

The **Multicultural COVID-19 Program** will have the following elements:

### **Service Delivery Components**

1. **Linguistically and Culturally Appropriate COVID-19 and Business Needs Assessment** – Development of assessment procedures and instruments specifically for the target population that are **valid** and **reliable** to assess current business needs and safety needs.
2. **Linguistically/Culturally Appropriate Training/Technical Assistance Curriculum (In-kind)** - Curriculum will be developed and utilized that is appropriate and relevant and has proven successful for the target second language population.
3. **COVID-19 Prevention and Safety Training** – CDC and OHA data and information will be used to develop prevention and safety training for business owners and employees to ensure that businesses have the appropriate PPE, practice regular and consistent sanitation and maintenance and practice social distancing in their place of business. The training will be designed to keep business owners, their employees, and their customers safe and practice COVID-19 prevention safety.

**4. How to Develop Bids and Proposals in Order to Obtain Work for Your Business - Is** designed to teach business owners how to develop written proposals in response to bids. Content will include estimating, project planning and responding to bids/RFPs. How to submit bids and participate online during COVID-19, social-distancing and changes to standard bidding procedures will be addressed. Business owners unfamiliar with developing and submitting bids during the COVID-19 pandemic will be assisted to remain competitive with their business competition.

Interface Network will begin developing the curriculum for training and will start recruiting the Latino, Russian and other minority small business owners for this program element immediately upon notification of funding. All small business consulting will be provided using culturally and linguistically appropriate practices for the target community. Marion County grant dollars will be used for personnel time, staff time to develop training curriculum, mileage, to facilitate and implement training and purchase standard training materials. Training will be conducted at the Interface Network office in downtown Salem, at Interface Network in Woodburn, online via Zoom, or at the individual place of business as appropriate, adhering to all COVID-19 prevention and safety practices. All training will be completed prior to June 30, 2020.

#### **Community and Families COVID-19 Prevention and Safety Outreach Campaign**

Six weeks after the state of Oregon started airing COVID-19 safety commercials on television in English, in March 2020, a Spanish-language media campaign had still not been developed. Service equity means the same information would have been released on the same day in multiple languages, on English and Spanish language television, to reach the large number of non-English-speaking, Spanish-speaking community members in Marion County. This exemplifies how communities of color, who historically experience worse health outcomes, continue to receive inferior access to health education and health information. Education, accurate information and data, and prevention training are needed to help keep Latino, Pacific Islander and Russian families safe and reduce the number of positive COVID-19 cases in diverse families in Marion County. Currently 50% of COVID-19 cases in Marion County are Latino. This is a serious health crisis that will have dire, long-term, health and financial consequences for Latinos, families, youth, and children, as well as impacting and endangering all communities in the county. Interface Network will develop educational Facebook ads in English and Spanish for groups that target the Spanish-speaking and Russian-speaking target populations. Interface will utilize Facebook Live, Twitter, and Instagram for outreach and education, and will develop radio advertisements in Spanish on La Campeona, La Pantera and Radio Poder to run daily. Interface will develop advertisement and education in Spanish language periodicals, online and in print and will distribute Spanish and Russian language COVID-19 information at locations and events frequented by the target populations. A Zoom class online for youth and young adults in English and Spanish relative to COVID-19 safety and prevention will be developed and will be presented once a week online. A Zoom class online for the Russian speaking community on COVID-19 safety and prevention will be developed. Information and PPE targeting diverse seniors, immune compromised, minority individuals, and education and PPE for individuals experiencing homelessness will be developed and distributed. Interface uses grassroots, hands-on strategies to work with diverse populations and other service providers, social service agencies and faith-based organizations that serve the target populations. Interface will collaborate with other youth providers and will provide education resources, access to Zoom trainings and PPE for youth from HOST, HOME, Boys and Girls Club – T3 Program, Ike Box,

Project Able, Youth Era, and other organizations that serve culturally, linguistically and socially diverse youth.

### **Wrap-Around Services and Case Management**

Wrap-around services and support services for qualifying community members and families are a critical feature of this COVID-19 program. Communities of color have historically experience higher rates of unemployment and lower wages than their white counter parts. Many Latino, Pacific Islanders and Russian community members work in essential positions and have been in occupations that place them at higher risk for contracting COVID-19. 50% of positive COVID-19 tests in Marion County are Latino. This figure is staggering and has serious implications for this community. **Supplies Needed from Marion County FUNDS** - Economic resources such as PPE, car payment assistance, rent assistance, food, utilities assistance, outdoor gear assistance for individuals experiencing homelessness, car insurance assistance, assistance to pay telephone service, thermometers, assistance to pay for health supplies will assist individuals on a fixed income or a reduced income to meet the financial challenges they face as a result of contracting COVID-19 or being exposed to someone who has COVID-19. Funds will also be used to assist individuals who have lost their job or had their hours reduced to the COVID-19 pandemic. Case management for individuals and families will include referral to medical care, health education, prevention education, assistance with telehealth, and referrals to mental health providers. Individuals who test positive for COVID-19 will receive a box, delivered no contact to their home, with COVID-19 information in their primary language, sanitizing wipes, gloves, hand sanitizer, health supplies and home cleaning supplies they need to sanitize their home and stop the spread to other family members. Interface staff assigned to this Program who speak English, Spanish and Russian will work on wrap-around services and case management. Other language needs will be met via interpreters. All wrap-around services and case management will be provided using culturally and linguistically appropriate practices for the target community.

Increased COVID-19 safety education, prevention education, access to free Personal Protective Equipment (PPE) and increased easily accessible, free COVID-19 testing in Marion County targeting Latino and other communities of color is immediately needed to slow the current rate of infection in the Latino, Pacific Islander, and Russian communities. Interface Network, partnered with Alluvium Health on August 1, 2020, and provided the first free drive-thru testing event in Woodburn, Oregon targeting Latino, farm workers and Russian community members. 307 individuals from Woodburn and throughout Marion County and North Marion were tested. Approximately 14% of the individuals tested, were confirmed positive for COVID-19. On August 25, 2020, Interface Network partnered with Woodburn Ambulance to provide 100 free drive-thru COVID-19 tests in the city of Woodburn. 20% of the individuals tested at this event, tested positive for COVID-19. This crisis will not only affect the individuals tested positive but can have a negative ripple effect throughout the community. Testing must be increased and isolation of individuals who test positive must increase to slow the rate of infection in Marion County and throughout Oregon.

Individuals who tested positive at these events were contacted within 72 hours and advised to contact their primary care physician and quarantine for at least 14 days. OHA Community Partner, Interface Network, provided contact tracing and assisted with OHP application assistance for attendees, families and children without health coverage who qualified for OHP.

Individuals who test positive at local events need access to more continued case management, wrap-around services and help to buy thermometers, masks, gloves, and hand sanitizer for themselves and people they live with to slow the spread of COVID-19. Individuals who test positive need healthcare information about how to care for themselves and stop the spread within their household. Family members who have been exposed to a positive family member, need to know that if they miss work due to possible exposure, the family can still pay their rent, utilities, phone bills and pay for food. Individuals exposed to a positive family member, need to understand that they may still be positive even if they do not show symptoms and should socially distance and stop going to work or social events immediately. CRF funds will be used to help address these community needs, provide prevention education, and provide ongoing case management for individuals who test positive.

Youth and individuals experiencing homelessness need access to COVID-19 safety information and prevention education, access to free COVID-19 testing, and access to PPE and access to wrap around services and case management if they test positive. Many youth service providers such as Youth Era and HOST have altered their accessibility due to COVID-19 and many homeless youth are faced with more time on the streets than ever before. WorkSource Oregon, and Goodwill Job Connections, which typically help young, low-income job seekers, only have online services. Many youth already experiencing mental health challenges have experienced heightened rates of anxiety and depression due to COVID-19 and social distancing.

Latino and other diverse small business owners need access to training, technical assistance and COVID-19 safety training and prevention education to keep themselves, their employees, and clients safe. Increased schedules of maintenance and sanitation, use of masks, gloves, social distancing, and PPE are all current needs for small businesses in communities of color. Latino small business owners also need training on what to do if one of their employees tests positive. Ongoing technical assistance is critical to adherence to state and county-wide health mandates.

Few minority small-business owners received COVID-19 relief grants or loans. A disproportionate amount of loan dollars went to white-owned businesses. Latino and Russian small business owners need access to business planning, and training how to bid for contracts and expand market share. Latino and other minority owned businesses provide employment for many non-English proficient community members. It is important for these businesses, operating on small profit margins, to remain open. It is important that all Latino and other minority small businesses have access and empowerment to apply for any future relief funds that may become available.

**f. Will the organization need to hire additional staff to fulfill these activities? If yes, please describe.**

Interface staff, Esther Puentes, Marin Arreola, Colleen Puentes and Ittzel Gonzalez will serve on this Program and are available to start immediately upon notification of funding. An additional .5 FTE staff will be hired to fulfill the stated Program activities and to provide outreach, education, case management and wrap-around services support. A bilingual/bicultural candidate has been identified for this project and is ready to start upon notification of program funding.



**ATTACHMENT 1 COST PROPOSAL****Budget – 10/1/2020 – 6/30/2021 – 9 MONTHS**

Utilize the table below to list proposed expenditures requested for the funding period.  
Add columns as needed.

<b>Proposed Expenditure</b>	<b>Amount Requested</b>	<b>Justification</b>
<b>Staff Costs – Includes Fringe</b>	\$ 105,371	<p>A total staff 2.5 FTE that will develop, implement and accomplish Program goals, activities and accomplishments.</p> <p><b><u>Program Management/Outreach</u></b> - .30 FTE - Program management, implementation, and coordination, staff supervision, outreach and marketing management, responsible for creating, coordinating and implementing outreach, engagement and testing events, media relations creation, coordination and implementation – (radio, print, social media), partners' liaison, county liaison, etc. Responsible for business owners training components and materials development.</p> <p><b><u>Fiscal, Reporting Management/Outreach</u></b> – .30 FTE - Fiscal management, purchasing, quality control, responsible for expenditures and activity monthly/quarterly reports, Program data gathering, summarization and findings, fiscal and reporting liaison with Marion County, oversee and maintain staff time sheets, mileage logs and payroll reports, create and implement community engagement outreach activities/events and conduct social services and wrap around services activities.</p> <p><b><u>Training/Education/Wrap Around Services Specialist</u></b> - .40 FTE - Conduct community engagement outreach activities/events, develop and implement Spanish training/education activities and events for youth and community members, develop education and marketing materials and videos, information/materials dissemination, work with Program Manager to develop employer training materials, assist with wrap around services activities/tasks, etc.</p> <p><b><u>Outreach/Education/Wrap Around Services Specialists</u></b> – 1.50 FTE Conduct community outreach and education activities/events, assist with partner collaboration, handle registration of COVID-19 testing events, promote and assist clients with wrap around services, health system navigation, collaborate with partners, responsible for developing and posting Spanish social media, live streaming, videos, and conducting Spanish radio interviews and Community Hour.</p>
<b>Supplies/Materials</b>	\$ 5,000	<p><b><u>Supplies</u></b> - Paper, toner, ink cartridges, envelopes, pens, markers, folders, staples, flash drives, clips, post-its, clip boards, portable file cases, outreach giveaways, etc.</p> <p><b><u>Materials</u></b> – Supplies needed to develop and create youth training manuals, small business training booklets, Program flyers/brochures, COVID-19 safety posters for small businesses and materials - specific messaging for families, use of Canva, etc.</p>
<b>Printing</b>	\$ 6,000	<p>Printing – Program signage, staff business cards, print promotion, signage /posters for small business owners, business training manuals, youth booklets, specific event flyers, reporting documents, daily program printing, etc.</p>
<b>Mileage</b>	\$ 4,500	<p>Mileage needed by staff to conduct outreach, education, business training, youth education, wrap around services and other related activities and tasks.</p>
<b>Communication</b>	\$ 2,700	<p>Office and mobile service, wireless, FAX, internet to conduct Program, wrap around services, outreach and education activities and tasks, wireless service, ZOOM, textly, etc.</p>

<b>Other – Media - Radio</b>	<b>\$ 10,000</b>	<u><b>La Campoena Radio, La Pantera and Radio Poder</b></u> Use of linguistically and culturally appropriate radio media to provide COVID-19 education, accurate information, updates, and information on critical resources available to the Latino Spanish speaking and other diverse communities in Marion County.  Broadcast COVID-19 education ads, promote events and activities, i.e. COVID testing events, participate in Community Hour, etc.
<b>Social and Wrap Around Services</b>	<b>\$ 45,000</b>	Wrap around services for qualifying diverse community members, and youth such as food, PPE, rent, utilities, car insurance, phone service, gas cards, and other needs.
<b>Subtotal</b>	<b>\$ 178,571</b>	
<b>Indirect - 12 %</b>	<b>\$ 21,429</b>	
<b>Total</b>	<b>\$ 200,000</b>	

Original

**ATTACHMENT 2  
OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE  
SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: Interface Network Inc.

ADDRESS: 161 High St. SE, Suite 234, Salem OR 97301

TELEPHONE NUMBER: 503-349-1830 FAX NUMBER: 503-365-0804 WEB SITE: \_\_\_\_\_

TAXPAYER ID NUMBER: 93-0930661 DATE/STATE OF INCORPORATION: 1986 Oregon

BUSINESS DESIGNATION: ☒ Corporation ☐ Sole Proprietor ☐ Partnership  
☐ S Corporation ☐ Non-Profit ☐ Government  
☐ Other \_\_\_\_\_

OPTIONAL CERTIFICATION/LICENSE NUMBER: \_\_\_\_\_

OPTIONAL DUNS NUMBER: 17-858-3514 (For Federally Funded Contracts)

**ASSURANCES** - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.  
"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);
4. Any false statement may disqualify this offer from further consideration or because of contract termination; and
5. The Offeror will notify the department Contract Specialist within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS** - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

**SIGNATURE OF AUTHORIZED PERSON**

Signature  Date 9-2-2020

Print Name & Title Esther Puentes President

Contact Person for this procurement: Marin Arreola

Phone 503-999-5022 Email advancedecon@aol.com

ADDENDUM NO. 1  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE CONTRACT PROVISIONS**

INTRODUCTION

This Addendum to the contract between Marion County, a political subdivision of the State of Oregon, hereinafter called the County, and Interface Network Inc., hereinafter called Contractor is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, County will make available or transfer to Contractor certain information in conjunction with goods or services that are being provided by Contractor to County, that is confidential and must be afforded special treatment and protection.

WHEREAS, Contractor will have access to or receive from County certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.
  - a. Business Associate shall mean INTERFACE NETWORK, INC.
  - b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
  - c. Covered Entity shall mean MARION COUNTY.
  - d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
  - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
  - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
  - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by Business Associate from or on behalf of Covered Entity.
  - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
  - i. SECRETARY shall mean the Secretary of the Federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
  - j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.



- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

Business Associate shall not use or disclose protected health information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by Business Associate.

a. Statutory Duties.

- (1) Business Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

- (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
- (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§ 1320d-5 and 1320d-6.

- (3) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, Business Associate may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, Covered Entity as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the Covered Entity, or the minimum necessary policies of Covered Entity.

c. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by Business Associate.

- (a) Except as otherwise limited in this Contract, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Contract, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that:
  - (i) The disclosure is Required by Law;
  - (ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies Business Associate of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;
  - (iii) Except as otherwise limited in this Contract, Business Associate may use protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - (iv) Business Associate may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
  - (v) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. Business Associate Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. Business Associate agrees that information provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use or disclosure of protected health information by Business Associate in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, Business Associate agrees to report to Covered Entity as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a Business Associate, the Business Associate must notify the Covered Entity no later than 60 days from the discovery of the breach. To the extent possible, the Business Associate should provide the Covered Entity with the identification of each individual affected by the breach as well as any information required to be provided by the Covered Entity in its notification to affected individuals.
- e. Subcontractors and Agents. Business Associate agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by Business Associate on behalf of Covered Entity agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. Business Associate is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. Business

Associate is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. **Right of Access to Information.** Business Associate agrees to provide access, at the request of Covered Entity, to protected health information in a Designated Record Set, either to the Covered Entity, or as directed by Covered Entity to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "Covered Entity" with Business AssociateS where appropriate.
- g. **Amendment and Incorporation of Amendments.** Business Associate agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** Business Associate agrees to document disclosures of protected health information and information related to these disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** Business Associate agrees to provide Covered Entity information collected in accordance with Section 6(i) of this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** Business Associate shall cooperate with and participate in activities to implement and enforce the Covered Entity's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Business Associate shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Business Associate shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Business Associate is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Business Associate is required to check the following databases for excluded individuals and entities:  
Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

7. Obligations of Covered Entity.

- a. **Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR 164.520, to the extent that the limitation may affect Business Associate's use or disclosure of protected health information.
- b. **Changes in Use or Disclosure of Protected Health Information.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect Business Associate's use or disclosure of protected health information.
- c. **Restrictions on Use or Disclosure of Protected Health Information.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information, that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect Business Associate's use or disclosure of protected health information.

8. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by Covered Entity, except if the Business Associate will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

9. Security Assurances, the Business Associate will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the Business Associate has violated a material term of the contract.



## ADDENDUM NO. 2

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**EXHIBIT G**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, 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.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard

Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.



8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA 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 LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA 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, LPHA'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 paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this 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 (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors 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 LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA 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; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal 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 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted

is true, accurate and complete. LPHA shall acknowledge LPHA'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, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

13. **Agency-Based Voter Registration.** If applicable, LPHA 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.

14. **Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services Office of the  
Inspector General

Attn: Mandatory Grant Disclosures, Intake Coordinator 330  
Independence Ave, SW

Cohen Building, Room 5527  
Washington, DC 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

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

**EXHIBIT H**  
**REQUIRED SUBCONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of contract deliverables, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a.** Subcontractor may not expend on the delivery of any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of contract deliverables.
  - b.** If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
  - c.** Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
- 2. Records Maintenance, Access and Confidentiality.**
  - a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
  - b. Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
  - c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

**4. Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2019, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.



5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. **Required Subcontractor Insurance Language.**

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

**General Requirements.** LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

**TYPES AND AMOUNTS.**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA**      ☐ **Not required by OHA.**

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

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

### 3. COMMERCIAL GENERAL LIABILITY

☒ Required by OHA    ☐ Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

#### **Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

### 4. AUTOMOBILE LIABILITY INSURANCE

☒ Required by OHA    ☐ Not required by OHA.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

#### **Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

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

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of :
- (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

**\$150,000.00**