

**GRANT AGREEMENT  
 BETWEEN COLUMBIA COUNTY, OREGON and  
 AMANI CENTER**

Program Name: Columbia County Public Health-CBO Mini Grant Public Health Equity Funds  
 Grantee (CBO): Amani Center  
 Address: PO Box 1001  
 St. Helens, OR 97051  
 Contact Person:  
 Amount of Award: \$25,000  
 Date of Award: April 1, 2025

**1. BACKGROUND**

Pursuant to the 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services #180005, the Oregon Health Authority will provide the Columbia County Public Health Department (LPHA) a total of \$65,000 in funds for local distribution to Community Based Organizations (CBOs) to support the foundational capability work of health equity, climate adaptation, communicable disease prevention and emergency preparedness and response. LPHA must: develop and execute a funding agreement or contract with CBO(s) serving Columbia County in amounts of \$500 to \$25,000 to support culturally and linguistically responsive activities for health equity, climate adaptation, communicable disease prevention, or emergency preparedness and response.

Funds provided under the OHA Grant for Program Element 080 may only be used in accordance with, and subject to, the requirements and limitations set forth in the OHA Grant, to deliver funds to CBOs to implement culturally and linguistically responsive activities for health equity, climate adaptation, communicable disease prevention and emergency preparedness and response.

**2. Grant Agreement Purpose**

The Oregon Health Authority (OHA) is providing this funding to support the foundational capabilities of Communicable Disease Control, Prevention and Health Promotion, and Environmental Health. The primary purpose of the funding is to provide a mini grant in the amount of \$25,000, to CBO to support operational costs associated with providing culturally and linguistically responsive activities for emergency preparedness. Grantee will perform the scope of work which is attached hereto as Exhibit H and according to the budget set forth in Exhibit I. Modifications to the scope of work or budget may only be made with approval of the Columbia County Public Health Director.

**3. Grant Disbursement**

The maximum not-to-exceed amount payable to Grantee under this Grant Agreement, which includes any allowable expenses, is **\$25,000**.

**4. Effective Date and Termination Date.**

The effective date of this Grant Agreement ("Agreement") shall be the date last signed, retroactive to December 1, 2024. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2025. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties. Either Party may terminate this Agreement with a thirty (30) days' written notice to the other Party.

**5. Terms and Conditions.**


- A. Grantee shall comply with the Standard Contract Terms and Conditions which are attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. Grantee's performance under this Grant Agreement is subject to terms and conditions of Amendment 15 to Agreement #180005 which is attached hereto as Exhibit "B" and is incorporated herein by this reference, including, but not limited to its definitions and procedural and operational requirements. CBO agrees to provide LPHA with its work plan and budget within two (2) weeks of the effective date of this Agreement. CBO also agrees to provide LPHA with reports and data related to its work on this grant upon request and to cooperate in all aspects of grant compliance.
- C. LPHA will provide technical assistance to CBO by way of work plan activities and financial reporting requirements and will notify CBO of OHA trainings and meetings for Public Health Equity CBOs.

6. Exhibits. This Grant Agreement contains the following Exhibits:

- Exhibit A Standard Terms and Conditions
- Exhibit B Amendment #15 to IGA #180005
- Exhibit C Grant Program Terms and Conditions
- Exhibit D Workers' Compensation Terms and Definitions
- Exhibit E Federal and State Laws, Statutes, Rules, Regulations, Executive Orders and Policies
- Exhibit F Conflict of Interest
- Exhibit G Required Provider Provisions
- Exhibit H Scope of Work
- Exhibit I Budget

IN WITNESS WHEREOF, the Parties hereto have caused this Grant Agreement with its attached Exhibits to be executed, either as individuals, or by their officers, thereunto duly authorized.

FOR GRANTEE

By:   
 Amani Center, Executive Director  
 Date: 3/31/05

FOR GRANTOR

By: \_\_\_\_\_  
 Kellie Jo Smith, Chair

By: \_\_\_\_\_  
 Casey Garrett, Commissioner

By: \_\_\_\_\_  
 Margaret Magruder, Commissioner

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

Approved as to form

By: \_\_\_\_\_  
 Office of County Counsel

Exhibit A  
STANDARD TERMS AND CONDITIONS

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

This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Columbia County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

B. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**2. Compliance with Law.**

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Grantee and this Grant Agreement. This Section shall survive expiration or termination of this Grant Agreement.

**3. Independent Parties; Conflict of Interest.**

A. Grantee is not an officer, employee, or agent of Columbia County as those terms are used in ORS 30.265 or otherwise.

B. If Grantee is currently performing work for Columbia County or the federal government, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's participation under this Grant Agreement.

**4. Grant Funds; Payments.**

Grantee understands and agrees that County's participation in this Grant Agreement is contingent on County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to participate in this Grant Agreement.

**5. Indemnity.**

GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, THE OREGON HEALTH AUTHORITY, COLUMBIA COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS 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 GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBGRANTEES, OR AGENTS UNDER THIS GRANT AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS GRANT AGREEMENT.

**6. Default; Remedies.** In the event of breach of this Grant Agreement the Parties shall have the following remedies:

A. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.

1) Grantee may not incur obligations or liabilities after Grantee receives written notice of termination.

2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.

B. If terminated by the County due to a breach by the Grantee, County may pursue any remedies available at law or in equity.

C. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to County upon demand.

- D. Neither County nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Grantee, respectively.
- E. The passage of this Grant Agreement expiration date shall not extinguish or prejudice the County's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- F. Differences between a Grantee and County will be resolved when possible at appropriate management levels, followed by consultation between governing or operating bodies, if necessary.

**7. Termination.**

All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Agreement as specified below:

- A. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County is not obtained or is not continued at levels deemed sufficient by County to allow for the underlying grant award. The County will give notice whenever possible.
- B. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- D. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination and later termination as set out above, without prior written approval from County.

**8. Payment on Early Termination.**

Upon termination pursuant to Paragraph 7, payment shall be made as follows:

- A. If this Grant Agreement terminated because is not obtained or is not continued at levels sufficient to allow for payment of grant funds, the County shall pay Grantee for deemed allowable expenditures undertaken prior to the termination date if such expenditure was performed in accordance with the Grant Agreement. Provided however, County shall not be obligated to allow grant funds to be payable to Grantee for any obligations or liabilities incurred by Grantee after Grantee receives written notice of termination.
- B. If this Grant Agreement is terminated by the Grantee due to a breach by the County, then the County shall pay the Grantee for expenditures incurred prior to the termination date if such work was performed in accordance with the Grant Agreement.

**9. Records Maintenance, Access.**

Grantee shall maintain all financial records relating to this Grant Agreement in accordance with generally accepted accounting principles. Grantee shall retain and keep accessible all Records for the longest of:

- A. Six (6) years following final payment and termination of this Grant Agreement; or
- B. Until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Agreement.

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

Grantee shall not assign or transfer its interest in this Grant Agreement without prior written consent of County. Any such assignment or transfer, if approved in the sole discretion of County, is subject to such conditions and provisions required by County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County apart from those set forth in this Grant Agreement. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**11. Resolution of Disputes.**

The parties shall attempt in good faith to resolve any dispute arising out of this Grant Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Grant Agreement.

**12. No Third-Party Beneficiaries.**

- A. County and Grantee are the only Parties to this Grant Agreement and are the only Parties entitled to enforce its terms.

B. Nothing in this Grant Agreement 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 Grant Agreement and expressly described as intended beneficiaries of this Grant Agreement.

**13. Severability.**

The parties agree that if any term or provision of this Grant Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Grant Agreement.

**14. Notice.**

Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid to Grantee or County at the address or number set forth in this Grant Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five (5) days after the date of e-mailing. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

<u>To Grantee:</u>	<u>To County:</u>
Amelia Kercher, Executive Director	Jaime Aanensen, Director
Amani Center	Columbia County Public Health
	230 Strand
PO Box 1001	St. Helens, Oregon 97051
St. Helens, Oregon 97051	Jaime.aanensen@columbiacountyor.gov
503-366-4005	503-397-7232

This Section shall survive expiration or termination of this Grant Agreement.

**15. Headings.**

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

**16. Amendments; Waiver; Consent.**

County may amend this Grant Agreement to the extent provided herein, the solicitation document, if any from which this Grant Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Grant Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Grant Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Grant Agreement.

**17. Merger Clause.**

This Grant Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Grant Agreement.

**18. Representations and Warranties.**

Grantee certifies under penalty of perjury that the following statements are true to the best of Grantee's knowledge:

- A. Grantee has the power and authority to enter into and perform this contract;
- B. This contract, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms;
- C. The services under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards;

- D. Grantee shall, at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the services.
- E. To the best of Grantee's knowledge, Grantee is not in violation of any tax laws described in ORS 305.380(4);
- F. Grantee understands that Grantee is responsible for any federal or state taxes applicable to any consideration and payments paid to Grantee under this Grant; and
- G. Grantee has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.



Agreement #180005

**AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Fifteenth Amendment (this "Amendment") to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Columbia County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY24);

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25);

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Amendment is effective on **December 1, 2024**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A "Definitions", Section 18 "Program Element" is hereby amended to add Program Element titles and funding source identifiers as follows:

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
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**PE080 – Administration of CBO Public Health Equity Funds**

<b><u>PE 080</u></b> Administration of CBO Mini-Grant Public Health Equity Funds	GF	N/A	N/A	N	N
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- b. Exhibit B Program Elements (PE) #080 “Administration of CBO Mini Grant Public Health Equity Funds” is added with Attachment A attached hereto and incorporated herein by this reference.
  - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby deleted and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY24) is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
  - e. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment D, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment D must be read in conjunction with Section 3 of Exhibit C.
  - f. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY25) is amended to add to the federal award information datasheet as set forth in Attachment E, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
  4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
  5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
  6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Program Element Descriptions**

**Program Element #080: Administration of CBO Mini-Grant Public Health Equity Funds**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver funds to CBOs to implement Culturally and Linguistically Responsive activities for health equity, climate adaptation, communicable disease prevention and emergency preparedness and response. This Program Element supports implementation of CBO funding by local public health authorities in the following LPHA jurisdictions that have been identified as having a gap in funded CBOs. Those counties are Columbia, Deschutes, Douglas, Malheur, Marion and Tillamook.

This Program Element and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Community-Based Organization Public Health Equity funding.**
  - a. **Community-Based Organization (CBO):** A CBO is any registered 501(c)(3) organization that provides community-led Culturally and Linguistically Responsive public health services to communities in Oregon working towards equity in communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA+ communities, faith communities, older adults, houseless communities, and others.
  - b. **Culturally and Linguistically Responsive:** Culturally and Linguistically Responsive is an approach to public health work that is comprehensive, effective, equitable, respectful and responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
  - c. **Culturally Responsive** means providing services in an equitable and inclusive manner, without regard to race, color, religion, national origin, sex, age, disability, English proficiency, or economic status.
  - d. **Priority Populations:** Priority Populations are communities that have or currently experience health inequities, including communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA+ communities, faith communities, older adults, rural communities, houseless communities, and others.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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- (3) Percent completion of CDC core variables
- (4) Percent of cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing vaccination rates
  - (1) Demonstrated use of data to identify population(s) of focus
  - (2) Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities (LTCFs)
  - (3) Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - (4) Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - (5) Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - (1) Demonstrated use of data to identify population of interest
  - (2) Demonstrated actions in communications to improve priority area of focus
  - (3) Demonstrated actions in policy to improve area of focus
  - (4) Demonstrated actions in community partnerships to improve priority area of focus

LPHAs receiving funding through this Program Element must ensure that the CBOs the LPHA funds are addressing at least one of the health outcome or process measures above.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a. Submit local program budget to OHA by December 15, 2024 for review and approval. Approved budget will be incorporated into this Agreement by reference and on file with OHA.
- b. Develop and execute a funding agreement or contract (or other allowable funding mechanism per local and state procurement rules) with CBO(s) serving LPHA jurisdiction in amount of \$500 to \$25,000 to support Culturally and Linguistically Responsive activities for climate adaptation, communicable disease prevention, or emergency preparedness and response.
- c. Review and approve CBO work plan and budget no later than 45 days after grant agreement or contract between the LPHA and CBO is executed, ensuring each CBO uses funding only to implement Culturally and Linguistically Responsive activities for climate adaptation, communicable disease prevention, or emergency preparedness and response. Please see the CBO Guidance document as a reference.
- d. Provide technical assistance to funded CBOs by way of work plan activities and financial reporting requirements.
- e. Notify OHA of funded CBO(s) and CBO contact information upon execution of funding agreement so that OHA may add CBO(s) to OHA Public Health Equity CBOs listserv.
- f. Inform CBOs of OHA trainings and meetings for Public Health Equity CBOs.

**EXHIBIT C**  
**PROGRAM DEFINITIONS and COMPENSATION**

**Grant Monitoring.** County shall monitor Grantee's delivery of services and promptly report to OHA when County identifies a deficiency in a Grantee's delivery of a service or in a Grantee's compliance with the Grant between Grantee and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Grantee. County shall also monitor the fiscal performance of Grantee and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Grantee's delivery of a service or in a Grantee's compliance with the Grant between the Grantee and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Grantee.

1. **Program Definitions:** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):
  - A. **Community-Based Organization (CBO)**  
A CBO is any registered 501(c)(3) organization that provides community-led Culturally and Linguistically Responsive public health services to communities in Oregon working towards equity in communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA+ communities, faith communities, older adults, houseless communities, and others.
  - B. **Culturally Competent**  
The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.
  - C. **Culturally and Linguistically Responsive**  
Culturally and Linguistically Responsive is an approach to public health work that is comprehensive, effective, equitable, respectful and responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
  - D. **Culturally Responsive**  
Providing services in an equitable and inclusive manner, without regard to race, color, religion, national origin, sex, age, disability, English proficiency, or economic status.
  - E. **Priority Population**  
Priority Populations are communities that have or currently experience health inequities, including communities of color, Tribal communities, disability communities, immigrant and refugee communities, undocumented communities, migrant and seasonal farmworkers, LGBTQIA+ communities, faith communities, older adults, rural communities, houseless communities, and others.
  - F. **Oregon Health Authority or "OHA"**  
The agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery & Prevention Services, children and adult Community Mental Health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
2. **Grantee shall perform the following work.** All work shall conform to Grantee's approved proposal and budget. Funds must be spent no later June 30, 2025. Any goods that are purchased must be physically received by Grantee no later June 30, 2025.
3. **Grantee Services.** The provision of these services applies to one or more of the following services areas related to OHA funding, Program Element 080 (check one or more boxes, as applicable):  Climate Adaptation  Communicable Disease  Emergency Preparedness and Response.
  - A. If applicable, Grantee shall submit an updated workplan and budget no later than forty-five (45) days after the effective date of this Grant to ensure funds are used to support communicable disease outreach and response work

as indicated on the proposal. The Workplan and budget is subject to County approval. If County does not approve, then County staff will contact the Grantee to provide additional direction so that the Grantee can resubmit until the workplan and budget is approved.

- B.** Grantee shall submit a mid-project report in a format approved by County, no later than April 30, 2025 that details the following:
- Brief description of activities and progress to date
  - Brief description of successes and challenges (including any concern with spending awarded funds)
- C.** Grantee shall submit a final report in a format approved by County, no later than June 30, 2025 that details the following:
- Budget: Final summary of how funds were spent during the reporting period along with explanation of any unspent funds. County may require unspent funds to be returned within thirty (30) days of Grant termination date.
  - Brief description of successes and challenges.
  - Reporting may be subject to change based on OHA requirements.
- D.** Grantee will be requested to attend, as available and as applicable to the service provided, any trainings and/or meetings offered by OHA for 'Public Health Equity Community Based Organizations'.
- E.** Grantee shall provide at least one (1) point of contact with whom County may coordinate and communicate, to include phone number, email that is available and responded to 8AM-5PM Monday through Friday.
- F.** Grantee shall maintain reasonable safeguards to protect information security and confidentiality. Grantee must immediately notify County if any electronically stored information or written documentation that contains personal information, as defined by statute, has been subject to a security breach.
- G.** Reports should be sent by email to: [jaime.aanensen@columbiacountyor.gov](mailto:jaime.aanensen@columbiacountyor.gov).
- 4. County Services.** County shall provide Grantee, at County's expense, with material and services described as follows:
- A.** County shall provide Grantee with technical assistance by way of work plan activities and financial reporting requirements along with the information necessary for Grantee to meet its responsibilities under this Grant. County shall review and approve Grantee work plan and budget no later than forty-five (45) days after Grant execution, ensuring Grantee uses funding only to implement Culturally and Linguistically Responsive activities for climate adaptation, communicable disease prevention, or emergency preparedness and response.
- B.** County shall notify OHA of funded Grantee's contact information upon execution of this Grant so that OHA may add Grantee to OHA Public Health Equity CBOs listserv.
- C.** County shall compensate Grantee for services performed in accordance with approved invoices.
- D.** County shall provide a point of contact with whom Grantee may coordinate and communicate.
- 5. Consideration.** County shall provide payments to Grantee once Grantee's invoice is approved.
- A.** Grantee shall submit invoices in accordance with the budget. Grantee will invoice County for forty percent (50%) of the maximum compensation upon Grant execution, twenty-five (25%) on May 30, 2025, and the remaining balance when those funds are expended and upon County approval of all reports and data (on or after July 30, 2025).
- B.** Grantee shall be entitled to mileage reimbursement for expenses as set forth in Exhibit C:
- YES
- NO
- C.** Grantee shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth below.

**6. The maximum compensation.**

- A. The maximum not-to-exceed amount payable to Grantee under this Grant, which includes any allowable expenses, is **\$25,000**.
- B. Grantee shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
- 1) County may be required to modify the maximum compensation through amendment of this Grant. If this maximum compensation amount is decreased or increased by amendment of this Grant, the amendment shall be fully effective before Grantee performs work subject to the amendment.
  - 2) **Withholding of Payments.** Notwithstanding any other payment provision of this Grant, should Grantee fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Grant.
  - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
  - 4) It is understood and agreed that in the event funds are not awarded to County from OHA or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Grant or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.

**EXHIBIT D  
COLUMBIA COUNTY GRANT  
INSURANCE**

All or part of this Grant is funded by the Oregon Health Authority. Grantee verifies it is compliant with the insurance requirements in OHA #180005.

Grantee shall at all times maintain in force at Grantee's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Grant. Policies written on a "claims made" basis must be approved and authorized by Columbia County.

**Workers Compensation** in compliance with ORS 656.017, requiring Grantee and all subGrantees to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

- |   |   |
|---|---|
| <u>Per Occurrence limit</u>                     | <u>Annual Aggregate limit</u>                   |
| <input checked="" type="checkbox"/> \$1,000,000 | <input checked="" type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000            | <input type="checkbox"/> \$3,000,000            |
| <input type="checkbox"/> \$3,000,000            | <input type="checkbox"/> \$5,000,000            |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Grant. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the Grant work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

- Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

- |   |   |
|---|---|
| <u>Per Single Claimant and Incident</u>         | <u>All Claimants Arising from Single Incident</u> |
| <input checked="" type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$1,000,000              |
| <input type="checkbox"/> \$2,000,000            | <input checked="" type="checkbox"/> \$2,000,000   |
| <input type="checkbox"/> \$3,000,000            | <input type="checkbox"/> \$5,000,000              |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Grantee shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name **Columbia County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Grantee shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Grantee or subGrantees and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

- Required by County                       Not required by County (One box must be checked)

Claims Made Policy  Approved by County     Not Approved by County

**Automobile Liability** insurance with a combined single limit of not less than:

## Per Occurrence

- \$1,000,000  
 \$2,000,000  
 \$3,000,000

Automobile Liability insurance coverage for 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").

Required by County       Not required by County (one box must be checked)

**Additional Requirements.** Grantee shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Grant. Grantee's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Grantee shall furnish a current Certificate of Insurance to the County with the signed Grant. Grantee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Grantee shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Grantee of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Grant.

**EXHIBIT E  
COLUMBIA COUNTY GRANT**

**Compliance with provisions, requirements of funding source and  
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

Grantee shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the Grant for services determined and agreed to by and between Grantee and County. For the purposes of this Grant, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Grantee shall comply with all federal laws, regulations, and executive orders applicable to the Grant or to the delivery of Services. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Grant: (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 law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Grant and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.
2. **Equal Employment Opportunity.** If this Grant, including amendments, is for more than \$10,000, then Grantee shall 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 Grant, including amendments, exceeds \$100,000 then Grantee shall 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. Grantee shall include in all contracts with subGrantees receiving more than \$100,000, language requiring the subGrantee to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Grantee shall 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 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Grant, the Grantee certifies, certifies under penalty of perjury that the following statements are true to the best of the Grantee's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of the United States 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 United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Grant imposed by section 1352, Title 31 of the U.S. Code as amended. 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 Grantee under this Grant 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 or legislative body, except in presentation to 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, except in presentation to the executive branch of any State or local government.
  - f. No part of any federal funds paid to Grantee under this Grant 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.
  - g. 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 Grantee under this Grant 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.** Grantee shall 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 Grantee, shall 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.** Grantee shall not permit any person or entity to be a subGrantee 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 Grantees declared ineligible under statutory authority other than Executive Order No. 12549. SubGrantees 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.** Grantee shall comply with the following provisions to maintain a drug-free workplace: (i) Grantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Grantee's workplace or while providing services to OHA clients. Grantee's notice shall specify the actions that will be taken by Grantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Grant 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 Grant, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither Grantee, or any of Grantee's employees, officers, agents or subGrantees may provide any service required under this Grant while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Grantee or Grantee's employee, officer, agent or subGrantee has used a controlled substance, prescription or non-prescription medication that impairs the Grantee or Grantee's employee, officer, agent or subGrantee's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Grant.
10. **Pro-Children Act.** Grantee shall comply and require all sub-Grantees 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 Grantee provides any Service whose costs are paid in whole or in part by Medicaid, Grantee shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 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 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Grantee shall acknowledge Grantee's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Grant and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Grantees and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** Grantee shall comply with Title II of the Americans with Disabilities Act (ADA) 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, Grantee shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an

individual may apply for or receive an application for public assistance.

#### 14. Disclosure.

- a. Grantee shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any subGrantee of Medicaid or CHIP services, including fiscal agents of subGrantees 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 subGrantee, 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 Grantee, fiscal agent or managed care entity or of any subGrantee in which the subGrantee, 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 subGrantee, fiscal agent or managed care entity is related to another person with ownership or control interest in the subGrantee, 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 subGrantee in which the subGrantee, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the subGrantee, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other subGrantee, fiscal agent or managed care entity in which an owner of the subGrantee, 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 subGrantee, fiscal agent or managed care entity.
- b. Grantee shall comply with the provisions of 42 CFR 455.434 which 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 (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, DR 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. Grant Provisions. The Grant 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 Grantee, and Grantee shall also include these Grant provisions in its contracts with non-Federal entities.

**EXHIBIT F**  
**COLUMBIA COUNTY GRANT**  
**CONFLICT OF INTEREST**

**Grantee certifies under penalty of perjury that the following statements are true to the best of Grantee's knowledge:**

1. If Grantee is currently performing work for the County, State of Oregon or federal government, Grantee, by signature to this Grant, declares and certifies that Grantee's Work to be performed under this Grant creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Grantee's employee agency (County State or Federal) would prohibit Grantee's Work under this Grant. Grantee is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall 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, Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Grantee shall then as a material condition of this Grant also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Grantee understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Grant. Grantee further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Grant.
  - c. 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.
  - d. Grantee shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Grantee is solely responsible for all liability arising from a failure by Grantee to comply with the terms of this certification.
  - f. Grantee promises to indemnify County for any damages suffered by County as a result of Grantee's failure to comply with the terms of this certification.
3. Grantee understands that, if this Grant involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Grant was made or entered into, submission of this certification is a prerequisite for make or entering into this Grant imposed by Section 1352, Title 311, U.S. Code and that 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 failure.

**EXHIBIT G  
COLUMBIA COUNTY GRANT**

**REQUIRED PROVIDER GRANT PROVISIONS**

**Oregon Health Authority Exhibit H of 2023-2025 Intergovernmental Agreement**

**General Applicability and Compliance.** Grantees shall comply with the following requirements herein to the extent that the requirements are applicable to the Grant for services determined and agreed to by and between Grantees and County.

1. **Expenditure of Funds.** Grantee may expend the funds paid to Grantee under this Grant solely on the delivery of services as described in this Grant ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Grant):
  - A. Grantee may not expend on the delivery of Services any funds paid to Grantee under this Grant in excess of the amount reasonable and necessary to provide quality delivery of Services.
  - B. If this Grant requires Grantee to deliver more than one service, Grantee may not expend funds paid to Grantee under this Grant for a particular service on the delivery of any other service.
  - C. Grantee may expend funds paid to Grantee under this Grant 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.** County, 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 Grantee that are directly related to this Grant, the funds paid to Grantee hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Grantee shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Grantee hereunder.
  - B. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Grant, the funds paid to Grantee 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 Grant or applicable law, following the termination or expiration of this Grant. If there are unresolved audit or other questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.
  - C. **Expenditure Records.** Grantee shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Grantee under this Grant. In particular, but without limiting the generality of the foregoing, Grantee shall (i) establish separate accounts for each type of service for which Grantee is paid under this Grant and (ii) document expenditures of funds paid to Grantee under this Grant 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 Grantee under this Grant for employee compensation. Grantee 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 Individual's Information.** Grantee shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Grantee shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Grantee shall create and maintain written policies and procedures related to the disclosure of client information and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.
  - E. **Information Privacy/Security/Access.** If the services performed under this Grant requires Grantee to have access to or use of any Oregon Health Authority computer system or other Oregon Healthy Authority Information Assets or Network and Information Systems, Grantee shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
3. **Alternative Formats of Written Materials.** In connection with the delivery of services, Grantee shall make available to

client, without charge, upon the client's reasonable request:

- A. All written materials related to the services provided to the client in alternate formats.
- B. All written materials related to the services provided to the client in the client's language.
- C. Oral interpretation services related to the services provided to the client in the client's language.
- D. Sign language interpretation services and telephone communications access services related to the services provided to the client.

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

**4. Compliance with Law.** Grantee shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Grant or to the delivery of services hereunder. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Grant:

- A. All applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- B. All state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
- C. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Grant. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Grant and required by law to be so incorporated. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Grantee shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit F ("Required Federal Terms and Conditions") to the certain 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2023, is incorporated herein by this reference. For purposes of this Grant, all references in this Grant 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 Grantee employees fifteen (15) or more employees to deliver the services under this Grant, Grantee 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.

Grantee shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Grantee and are aware of the means by which employees may make use of the employee grievance procedures. Grantee 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 Grantee employee manual that describes the Grantee 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 Grantee is a State of Oregon governmental agency, Grantee agrees that it is an independent Contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. **Indemnification.** To the extent permitted by applicable law, Grantee 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, County, 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 Grantee, including but not limited to the activities of Grantee or its officers, employees, Providers or agents under this Grant.
8. **Required Grantee Insurance Language.**
  - A. Grantee(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Grantee's expense, and maintain in effect with respect to all occurrences taking place during the term of the Grant, insurance requirements as specified in Exhibit D of the Grant "Insurance Requirements".
  - B. Grantee(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 Grantee or any of the officers, agents, employees or subGrantees of the Grantee ("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 Grantee from and against any and all Claims.
9. **Subcontracts.** Grantee shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Grant.

## EXHIBIT H

The Amani Center's work is deeply supported by the local community, ensuring the success of our child advocacy initiatives. Through meaningful partnerships, active participation, and strong commitment from our Board, we have built a foundation of trust and collaboration that drives our efforts to prevent child abuse and exploitation.

Recent events within our county's school districts have brought a devastating realization: more must be done to protect our children. This collective awakening has strengthened the community's resolve and unified its commitment to safeguarding every child's well-being.

With a Prevention Program led by a full-time Prevention Coordinator, with oversight from the Mental Health Clinical Program Manager, we will ensure effective delivery, track outcomes, and meet measurable goals. Given the clear, urgent need in Columbia County, a sustainable plan is vital. Educational resources will be distributed to staff across five school districts and local organizations such as civic groups and faith communities to broaden the program's reach. This program will empower children and adults to recognize, report, and prevent abuse, while addressing risks like child sex trafficking. By engaging in under-resourced populations and strengthening partnerships with community organizations, the Amani Center is poised to not only broaden our reach but also make a lasting impact in creating a safer, abuse-free future for children.

**Key Activities:**

- **Protect Our Children Program:** Training individuals, including students, educators, parents, and community leaders, through in-school and community-based sessions. We aim for a minimum of 15 trainings over the course of the annual contract. For this project period through June 30, 2025, there will be six listening sessions (three for each community in Columbia County, including one each for students, school staff, and parents/community at large). Based on year one attendance, future projections can be created.
- **Zero Abuse Project:** Three webinars from May, June, July 2025 and then a full day in person training in August 2025 prior to back to school on pre-identified trainings on topics related to sexual abuse prevention geared towards school professionals, parents, and youth. Expected reach: 15-30 attendees at each webinar and 50 attendees at the in-person training in August 2025.
  - Additional community trainings are planned and will schedule after the first four trainings for the Zero Abuse Project are completed.
- **Engaging underserved populations, such as Latinx and LGBTQ+ communities, with bilingual staff and tailored programming.**

- Strengthening partnerships with community organizations to expand impact.
- Cross-training Amani Center staff to ensure consistent, professional training delivery.

**Anticipated Outcomes:**

- Increased community knowledge and awareness of child safety.
- Enhanced accountability and action in preventing abuse.
- Employing inclusive strategies for underserved populations, including Latinx and LGBTQ+ groups, with bilingual staff and tailored programming.
- A sustained, community-wide effort to foster a safer future for Columbia County's children.

Together, we will create a resilient, informed community dedicated to the well-being of its youth, ensuring that every child can grow up free from abuse and exploitation.

## Budget Form

**Organization Name:** Anani Center  
**Project Title:** Prevention  
**Total Project Budget:**  
**\* Budget Year:** 2025-2026

Revenue	Project Budget
Funds Requested	\$ 25,000
<b>Total Revenue =</b>	<b>\$ 25,000</b>
Expenses	Project Budget
Zero Abuse Project: 3 training webinars (May-July 2025) and 1 in person training August 2025 for school professionals, parents, and youth	\$ 10,000
Technology: Prevention Education Tools-Computer, projector, screen, travel case, cords, connectors	\$ 2,000
Wages: In person outreach events and planning time Protect Our Children Program Listening Sessions: (6) @\$800. Spanish Speaking-February 2025, English Speaking-March 2025, 1 each Spanish/English Speaking-April 2025, 1 each Spanish/English Speaking-May 2025	\$ 3,200
Prevention Training for New Prevention Coordinator	\$ 4,800
<b>Total Expenses =</b>	<b>\$ 25,000</b>