

Grant Agreement Number «Contract_»

**AMENDMENT TO
STATE OF OREGON
GRANT AGREEMENT**

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This is amendment number «Amend_» to Grant Agreement Number «Contract_» between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**«Legal_Entity_Name»
d.b.a. «DBA»«DBA»
«Street_Address»
«City_State_Zip»
Attention: «Contract_Administrator_first_Contact_P»
Telephone: «Phone1»
E-mail address: «Email_Address»**

hereinafter referred to as “Recipient”.

1. This amendment shall become effective on January 1, 2024, regardless of date of amendment execution.
2. The Agreement is hereby amended as follows:
 - a. Section 2.a., “Agreement Documents” is hereby amended as follows. Deleted language is ~~struck through~~ and new language is **bold and underlined**:

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: ~~Payment Provisions and Reporting Requirements~~ **Disbursements and Financial Reporting Requirements**
- (3) Exhibit A, Part 2: Attachment 1 – Financial Assistance Award
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

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

- b. Section 3, “Grant Disbursement Generally” is hereby amended to change the maximum not-to-exceed amount payable to Recipient from «**Current_NTE**» to «**New_NTE**».
- c. Exhibit A, Part 1, “Program Description”, is hereby amended as provided in Attachment 1, attached hereto and incorporated herein by this reference. Deleted language is ~~struck through~~ and new language is **bold and underlined**. Some headings are also amended to add bold type only, including Program Elements, to improve readability but they are not notated as new language amendments with both bold and underlining.
- d. Exhibit A, Part 2, “Payment Provisions and Reporting Requirements”, is hereby amended as provided in Attachment 2, attached hereto and incorporated herein by this reference. Deleted language is ~~struck through~~ and new language is **bold and underlined**.
- e. Exhibit A, Part 2, Attachment 1, “Financial Assistance Award (FY24)”, marked as Attachment 3, attached hereto and incorporated herein by this reference, is added to the end of Exhibit A Part 2, Attachment 1.
- f. Exhibit E of this Agreement “Federal Award Identification (Required by 2 CFR 200.332)” is hereby replaced in its entirety with Attachment 4, attached hereto and incorporated herein by this reference.

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

3. Signatures.

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

By: _____

Name: /for/ Cara Biddlecom

Title: Deputy Director Public Health and Policy and Partnerships Director

Date: _____

«LEGAL_ENTITY_NAME» (RECIPIENT)

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on December 15, 2023, copy of email approval in Agreement file.

REVIEWED BY:

OHA Public Health Administration

By: _____

Name: Monica Pedraza (or designee)

Title: Contracts Coordinator

Date: _____

Attachment 1
Exhibit A – Part 1 Program Description

All Program Elements described in this Exhibit A, Part 1 may be covered in whole or in part with coordinated funding assistance pursuant to Exhibit A, Part 2, Attachment 1. Only Program Elements in which costs are covered in whole or in part with funding assistance pursuant to Exhibit A, Part 2, Attachment 1, as amended from time to time, are subject to this Agreement.

1. Definitions

As used in this Agreement, the following words and phrases shall have the following meanings:

- a. “Data” includes the information that may be accessed, exchanged, created, transmitted or stored pursuant to this Agreement.
- b. “Federal Funds” means all funds paid to Recipient under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
- c. “HIV” means human immunodeficiency virus.
- d. “Program Element” or “PE” means any one of the services or group of related services as described in Exhibit A, Part 1, Section 2 “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit A, Part 2, Attachment 1, “Financial Assistance Award,” of this Agreement. Only Program Element(s) in which costs are covered in whole or in part with financial assistance pursuant to the “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.
- e. “Program Element Description” means a description of the services required under this Agreement, as set forth in this Exhibit.

Program Element (PE) Number and Title	Fund Type*	Federal or State Agency / Grant or Funding Title	CFDA #	HIPAA Related (Y/N)	Sub-Recipient (Y/N)
PE #5001 HIV and STI Prevention and Treatment	OF	End HIV Oregon	N/A	N	N
PE #5002-01 Environmental Public Health and Climate Change, Communicable Disease, Prevention Emergency Preparedness	GF	Public Health Modernization – General Funds	N/A	N	N
PE #5002-02 Environmental Public Health and Climate Change	FF	BRACE (CDC -Building Resilience Against Climate Effects)	93.070	N	Y
PE #5002-03 Lower Umatilla Basin Domestic Wells	GF	Lower Umatilla Basin Groundwater Management Area General Funds	N/A	N	N
<u>PE #5002-04 Children’s Environmental Exposure Prevention</u>	<u>FF</u>	<u>CDC Environmental Health Assessment Program</u>	<u>93.240</u>	<u>N</u>	<u>Y</u>

Program Element (PE) Number and Title	Fund Type*	Federal or State Agency / Grant or Funding Title	CFDA #	HIPAA Related (Y/N)	Sub-Recipient (Y/N)
PE #5003 Commercial Tobacco Prevention	OF	Ballot Measure 108 Tobacco Tax – Other Funds	N/A	N	N
PE #5004 Adolescent and School Health	FF	CDC Crisis Cooperative Agreement – Workforce	93.354	N	Y
PE #5005 Overdose Prevention	FF	CDC Overdose Data to Action	93.136	N	Y
PE #5006 ScreenWise & Genetics Program Barrier Reduction, Community Clinic Linkage, and Patient Navigation	FF	CDC National Breast and Cervical Cancer Detection Program (NBCCDP)	93.898	N	Y
PE #5007 Public Health Infrastructure	FF	CDC Center for Surveillance, Epidemiology and Laboratory Services	93.967	N	Y

***Fund Types:**

- GF means State General Fund dollars.
- OF means Other Fund dollars.
- FF means Federal Funds.

f. “STI” means sexually transmitted infection.

2. Program Element Descriptions

For the time frame of April 1, 2022 through June 20, 2023

All funded work must be performed in cooperation with community members and partners, specifically local public health authorities (LPHAs), and with schools, school districts, clinics and other community-based organizations based on the OHA approved work plans. Recipients must submit an updated work plan and budget within 90 days of execution of this Grant Agreement.

For the time frame of July 1, 2023 through June 30, 2025

All funded work must be performed in partnership and collaboration with LPHAs. Funded work should include partnership with community members and partners, schools, school districts, clinics and other community-based organizations based on the OHA approved work plans. Recipients must submit **for each Program Element that is being funded**, an updated work plan and budget within 90 days of execution of this Amendment.

- a. Recipients must participate in OHA-required meetings and trainings.
- b. Only Program Elements that are included with funding in the Financial Assistance Award are approved activities.

c. Program Elements

(1) Program Element #5001: HIV and STD Prevention and Treatment (April 1, 2022 through December 31, 2023):

End HIV Oregon is a cooperative initiative of OHA and its many community partners to end new HIV transmissions in Oregon by increasing testing, expanding prevention, ensuring treatment, and ending inequities. This initiative recognizes that a coordinated approach is necessary to address the syndemics of HIV, sexually transmitted infection, viral hepatitis, and the many social factors that lead to individual and community vulnerabilities to these conditions.

Eligible Activities:

- (a)** Lead culturally specific, targeted education and outreach campaigns with either a holistic focus on sexual and reproductive health or smaller, more specific HIV prevention health education messaging (for example, getting tested, U=U).
- (b)** Conduct HIV and STI prevention and care needs assessment, with a focus on outreach to priority populations under End HIV Oregon that are not already being served by existing contractors.

(2) Program Element #5002-01: Environmental Public Health and Climate Change, Communicable Disease Prevention, and Emergency Preparedness:

Oregon's changing climate can also be linked to the spread of communicable diseases and require a community-led approach to emergency preparedness and resilience. This Program Element includes several public health program areas working together, based on community priorities, to improve health equity.

Public health works to identify, assess, and report risks to human health from exposure to environmental and occupational hazards, and support Oregon communities with potential risks where they live, work, play, and learn to remain healthy and safe. Public health is responsible for protecting individuals and communities from communicable diseases through culturally and linguistically responsive prevention messages and community engagement; and planning and responding to public health emergencies.

Public health also promotes vaccines and builds vaccine confidence to prevent the spread of disease in communities.

Across all of these programmatic activities, health equity, community partnerships, data and policy are foundational to how public health programs and services are provided in communities.

Eligible Activities:

- (a)** Collaborate and partner with LPHAs through meetings and alignment of planned activities.
- (b)** Provide community expertise to LPHAs as they conduct community health needs assessments and develop plans to advance health equity.
- (c)** Increase community understanding of health impacts of climate change and strategies for increasing climate resilience in ways that center the community's culture, interests, language, and needs.
- (d)** Learn about and document local climate and environmental risks and community strengths and resilience that serve as protective factors.

- (e) Identify community priorities for local public health plans that:
 - (i) prepare for climate migration (for example, by developing affordable housing);
 - (ii) build community climate resilience (for example, by strengthening social networks);
 - (iii) reduce environmental hazards (for example, through home improvements) prevent communicable diseases;
 - (iv) prioritize most impacted populations;
 - (v) foster partnerships with relevant local, state and tribal agencies; and
 - (vi) address the root causes of health inequities.
- (f) Carry out climate and health actions. These could include, but are not limited to, increasing access to smoke filtration devices, greenspace, community gardens, or active transportation options, planting trees, creating community murals, or partnering with LPHAs that are carrying out climate actions.
- (g) Build social resilience by strengthening social bonds and networks among community members, bridges between community groups, and/or linkages with decision-makers.
- (h) Build policy development and advocacy skills of community members and promote community-led policy change that supports health. This includes public health policies or policies and plans in other sectors that affect social determinants of health (transportation, housing, energy, land use, natural resources, emergency management, etc.).
- (i) Engage community for communicable disease responses (for example, Ebola, measles, child and adult vaccines).
- (j) Engage community for emergency preparedness (for example, provide trainings on community readiness, risk communication, cultural and language access).
- (k) Participate in emergency preparedness planning and exercises to elevate voices of communities most impacted by natural disasters.
- (l) Participate on coalitions to support community-led health policy.
- (m) Participate in/bring community expertise to government-led workgroups, advisory groups, decision-making bodies and processes.
- (n) Participate in the development of a statewide public health workforce plan.
- (o) Participate in the development of a statewide health equity ~~plan~~ **framework**.
- (p) Implement prevention initiatives that are responsive to the needs of the community, including the social determinants of health.

(3) **Program Element #5002-02 Environmental Public Health and Climate Change (April 1, 2022 through June 30, 2023):**

In the past two years many CBOs in Oregon have hired new staff to focus specifically on environmental health and climate justice issues. Many of these CBOs are building their community's capacity to engage in climate and health projects and policy. These new positions and programs present opportunities for partnering and engaging more meaningfully with priority communities. The philosophy and methodology used in environmental public health and climate change programs will be "popular education", an approach to education and organizing that has been used successfully around the world.

The popular education philosophy and methodology is based on the ideas that:

- the knowledge gained through life experience is just as important (and sometimes more important) than the knowledge gained through formal education, and
- people -- especially people who are most affected by inequities--are the experts about their/our own experience.

Eligible Activities:

- (a) Develop and provide culturally-specific curricula on climate, health, and equity topics.
- (b) Build community capacity to engage in future climate and health projects and policy-making.
- (c) Design and deliver facts, ideas, and skills in culturally-specific ways. Culturally-specific trainings are those that will engage with more sensitivity toward existing preconceptions, historical trauma, and with more modes of communication.

(4) **Program Element #5002-03: Domestic Wells:**

~~In accordance with Oregon's Groundwater Quality Protection Act of 1989, the Oregon Department of Environmental Quality (DEQ) and the Oregon Department of Agriculture (ODA) declared the Lower Umatilla Basin a Groundwater Management Area (LUBGWMA) in~~ **In 1990 the State of Oregon designated the Lower Umatilla Basin a Groundwater Management Area (LUBGWMA) in parts of Morrow and Umatilla Counties due to high levels of nitrate in groundwater resulting primarily from agricultural activities in the region. regional nitrate-nitrogen concentrations exceeding 7 milligrams per liter (mg/L). The federal Environmental Protection Agency (EPA) sets the Maximum Contaminant Level (MCL) of nitrate at 10 milligrams per liter (mg/L) of water (measured as nitrate-nitrogen). People in the LUBGWMA who rely on domestic (private) wells for their drinking water may be exposed to unsafe levels of nitrate when using water above 10 mg/L for drinking and cooking. Short term exposure may cause immediate health problems in babies fed formula made with this water and may affect pregnancies. Long term exposure is associated with increased risk of thyroid, respiratory and other illnesses and certain cancers. OHA, together with the Oregon Department of Human Services (ODHS), Morrow and Umatilla County LPHAs, Local CBOs and other partners are responding to provide access to safe water to residents whose well water tests above 10 mg/L.** ~~Exposure to high nitrate and nitrite concentrations in drinking water can cause methemoglobinemia (i.e., decreased ability of the blood to carry oxygen to cells), which is a serious health concern for infants.~~

Activities will support community engagement related to domestic well testing and safe drinking water in the affected areas of Morrow and Umatilla counties. This includes: sharing OHA education and outreach materials regarding nitrate and health risks and raising awareness about access to state-provided Safe Water Services. “Safe Water Services” include domestic well water testing and, for residents whose well water tests above 10mg/L for nitrate, access to free water delivery and, when effective, free in-home nitrate treatment systems.

Recipients may utilize staff and volunteer workers to conduct Eligible Activities, however, at least one Recipient staff person must participate in any activity that a volunteer attends.

OHA received \$882,000 from the state’s legislative Emergency Board for workplan implementation through June 30, 2023, including \$75,000 for outreach and education activities to support domestic well households potentially exposed to high nitrate. The outreach and education activities are to be carried out in partnership with local community based organizations (CBO).

Eligible Activities:

- (a) Conduct outreach and education.
 - (i) Recipient must work **Work** together with OHA and ~~LPHA~~**OHA** partners **(e.g., ODHS, LPHA staff, other Local CBOs) as needed** to adapt existing and develop new culturally and linguistically accessible communication materials focused on households with lower income, including populations historically experiencing health inequities. Co-produced products may only be published/released after OHA, ~~LPHA~~ and ~~CBO~~ **and OHA** partners jointly approve materials.
 - (ii) Recipient must work together with OHA and LPHA partner staff to Conduct outreach and education campaigns with partners and **to** community members **via their programs serving community members and through community events to disseminate OHA information about health risks from nitrate in domestic well water, access to Safe Water Services for residents whose well water tests high for nitrate, and well stewardship information.**
 - (iii) Recipient must work **Work** together with OHA and ~~LPHA~~**OHA** partners staff to **help community members the Recipient services or those who contact the Recipient for assistance to** navigate **access to safe water services. The Recipient must do this by facilitating communications with OHA, ODHS or the LPHA to overcome barriers residents may face in accessing safe water services (e.g., language, technology, trust barriers).** community members through the well testing and treatment process.
- (b) Support well water screening and testing.
 - (i) Recipient must **Coordinate** with OHA and LPHA partner staff to conduct well water screening and testing events and support sample collection and result interpretation.
 - (ii) Participate in the following and related actions to ensure successful uptake of domestic well testing resources:

- (A) Test domestic well water or encourage residents to access well water testing.
- (B) Have staff and volunteers participate in activities organized by OHA, ODHS or LPHA partners such as door-to-door visits to collect domestic well water samples, phone banking to remind households that re-testing is needed, or offer OHA-provided water screening test kits through their programs serving community members and at their community events. At least one Recipient staff person must participate in any activity that a volunteer attends.

~~(iii) — Hold community screening and or testing events for well owners/users to bring samples of water for onsite evaluation to indicate whether follow up testing is needed.~~

~~(iv) — When and where necessary (for example, when transportation of samples to laboratories is a burden or to conduct door to door sample collection campaigns), coordinate community wide follow up sample collection events with OHA and LPHA partner staff.~~

~~(v) — Provide educational support guidance to well users.~~

(c) Support water treatment and maintenance activities.

(i) ~~Recipient must work~~ **Work** together with OHA and partner LPHA staff to refer well users with elevated nitrate concentrations to drinking water treatment resources provided by OHA.

(ii) ~~Recipient must work~~ **Work** together with partners to develop educational materials related to well stewardship and treatment system maintenance.

(d) Support water provision activities.

~~Recipient must work~~ **Work** together with OHA and OHA partners ~~LPHA staff and other partners to~~ support access by selected well users with nitrate levels above 10 mg/L to access free bottled water delivery. ~~refer selected well users with elevated nitrate concentrations to alternative drinking water sources and water provision.~~

(5) **Program Element #5002-04: Children’s Environmental Health Exposure Prevention:**

The goal of Preventing Environmental Exposures for Children’s Health (PEECH’s) is to prevent and reduce children’s exposures to environmental health hazards. Recipient must build community-based strategies, partnerships, and programming to reduce an array of harmful environmental exposures to children (prenatal to 18 years) in communities disproportionately impacted by environmental and climate hazards. Examples of children’s environmental health hazards include industrial pollution, poor air and water quality, unsafe housing or recreation environments, consumer products, food or nutrition sources, pesticides, exposures from extreme weather conditions, and other environmental harms.

Recipient must work collaboratively with partners to develop programming that reduces or prevents children’s exposure to environmental health hazards. The Recipient must address environmental challenges by developing tailored solutions that are accessible, realistic, and make a difference in children’s everyday

environments. The Recipient may bring together partners and programming that promote family resilience to environmental health hazards at the intersection of environment, housing, climate, and emergency preparedness.

Eligible Activities:

- (a) **Strategy 1. Engage programs and community to understand the array of environmental hazards and exposure prevention challenges that are most concerning to children’s caregivers and families.**
- (b) **Strategy 2. Assess resources, policies, and localized prevention strategies that can be adapted to accessible community-based programs that center upon children and family needs.**
- (c) **Strategy 3. Develop and deliver community programming that tailors and strengthens exposure prevention and resilience strategies to family and community needs.**

Suggested Activities:

Suggested activities to support each strategy may include, but are not limited to, the following:

- **Conduct listening sessions, surveys, community interviews, or community open houses that allow families and community partners to share their strengths, needs and suggested solutions;**
- **Gather additional information, data, or resources from existing programs or reports;**
- **Convene a steering committee that includes partners who can provide ongoing guidance for program development;**
- **Facilitate group planning processes such as a collaborative planning workshop series;**
- **Create community engagement or education workshops;**
- **Create and disseminate shareable presentations, videos, other media, or toolkits;**
- **Integrate exposure prevention strategies into existing child-focused programming; and**
- **Create new child-focused environmental health programming.**

(6) (5) Program Element #5003: Commercial Tobacco Prevention:

Commercial tobacco is tobacco that is sold by the tobacco industry, including cigarettes, vape or e-cigarettes, chewing tobacco, cigars and other products that contain addictive nicotine. The term commercial tobacco is used to separate it from sacred tobacco used by some American Indian/Alaskan Native communities and Tribal Nations in Oregon.

Commercial tobacco-related disparities are complex. They do not have a single cause or a single solution. OHA seeks to leverage community strengths and wisdom to address and dismantle the systemic root causes of commercial tobacco use that drive stress and higher use rates in some communities. This is best accomplished through asset-based, culturally specific, community-led approaches centered in community voices and practices.

Eligible Activities:

- (a) Collaborate and partner with LPHAs through regular meetings and alignment of planned activities.
- (b) Activities must be able to connect to either the root causes of commercial tobacco use, commercial tobacco prevention and cessation, or polysubstance use prevention. Activities must help reduce the impacts of commercial tobacco or polysubstance use.
- (c) Activities may also include resources for capacity building to strengthen organizational infrastructure, fiscal and human resources management in addition to program implementation. Activities may also include capacity building for regional infrastructure where organizations are not yet present.
- (d) Recipient must focus on the disproportionate impact of commercial tobacco or polysubstance use on communities of color and Tribal communities and communities with intersecting identities through culturally and linguistically responsive services.
- (e) Initiatives that address how structural racism, systemic neglect, discrimination, and a lack of community investment have created high-stress, high-trauma, socio-economic, and other conditions across generations that contribute to commercial tobacco and/or polysubstance use and result in health disparities such as higher rates of cancer and hypertension. For example:
 - (i) Community-led initiatives that build power and ability to address inequities that might lead to commercial tobacco use (for example, food insecurity, isolation and lack of mental health support, lack of safe housing, etc.).
 - (ii) Multigenerational interventions that offer wraparound supports to address overall well-being.
 - (iii) Development of community skills in advocacy for policy change, including those addressing social determinants of health as well as commercial tobacco industry influence in communities.
 - (iv) Leadership by community health workers in community-based policy advocacy.
 - (v) Accessible and affordable opportunities and spaces for people to positively socialize, challenge social norms that promote tobacco misuse, share cultural traditions, and build community.
- (f) Develop culturally-specific trainings, educational materials, and/or communications initiatives, or host community meetings or educational events.
- (g) Initiatives that directly address use of commercial tobacco. For example:
 - (i) Intersectional and holistic support and care tailored to different types of commercial tobacco and in different contexts, and geographic settings (for example, providing a subsidy to a local farmer to provide herbs, vouchers for ceremonial tobacco and stipends for traditional leaders to teach younger generations about its use, opportunities for healing and stress management).

- (ii) Enhancing support for and access to culturally appropriate commercial tobacco cessation resources.
- (iii) Sharing information with community members about how they have been targeted by the commercial tobacco industry.
- (iv) Training and capacity building for health care providers and traditional health workers supports to address commercial tobacco use and intersections with chronic diseases, including addressing health care provider bias against non-dominant beliefs, norms, and approaches to health care.
- (v) Work that strengthens intersecting movements for justice such as environmental justice and health justice (for example, working to reduce toxic waste in communities that have experienced racist zoning practices, including addressing cigarette, nicotine and electronic waste (and holding the industry accountable for this waste).
- (vi) Community-based and -led research to understand community needs and priorities and address health inequities.
- (vii) Community-based and -led evaluation of local programs and/or policies.
- (viii) Community-based and -led data collection to understand health risks and assets in the community.

(7) ~~(6)~~ **Program Element #5004: Adolescent and School Health (April 1, 2022 through June 30, 2024):**

The Adolescent and School Health Program is comprised of four program areas: policy and assessment, school-based health centers, school nursing, and youth sexual health. OHA's goals are to improve access to quality health services and health education for all youth in Oregon, to provide partners with opportunities to build capacity, learn new information, and improve practice in order to better meet the needs of all youth in Oregon, and to illuminate the strengths and needs of all youth in Oregon through collection, analysis and dissemination of accurate and timely data. This Program Element supports culturally-specific youth COVID-19 recovery and resilience services.

(a) **Eligible Activities:**

- (i) Support schools with culturally specific health education, resource navigation, outreach and engagement with students, families of students, and school staff related to COVID-19.
- (ii) Support schools and school districts in assessment for COVID-19 related planning, communication, and response.
- (iii) Support schools with culturally-specific outreach, engagement, resource navigation, community health worker support, behavioral health support, overdose prevention, and other response and recovery services related to COVID-19.

- (iv) Recipient must use funding for personnel or to support personnel (for example, training, support for certification/licensure) in schools, and must include some elements of COVID-19 recovery. OHA priorities include the following:
 - (A) Enhancing workforce capacity for culturally and linguistically specific services in schools for communities;
 - (B) Hiring and developing youth leadership;
 - (C) Mental health and behavioral health capacity;
 - (D) Outreach, engagement and resource navigation;
 - (E) Support for COVID-19 guidance, procedures, planning and response, and providing livable wages to unlicensed staff.
- (b) Reporting: Recipient must report on status of timelines, goals, and objectives defined in approved work plans on November 30 2023 and May 30 2024.
- (8) ~~(7)~~ **Program Element #5005: Overdose Prevention (April 1, 2022 through June 30, 2023)**

~~(a)~~ The Injury & Violence Prevention Section works to help prevent violence, injury (including poisoning and overdose) and suicide in Oregon. OHA maintains injury data information systems and works in multi-disciplinary partnerships to support local- and state-level prevention activities to reduce deaths and disability due to injury. The program’s mission is to reduce the economic, social, and personal burden due to injury in Oregon through partnerships and work with policy makers. Funding provided in this program element is intended to address root causes of substance use disorder, substance misuse, and overdose.

Eligible Activities:

- (a)** Engage communities on topics related to overdose prevention by developing culturally-specific trainings, educational materials, and/or communications initiatives, or by hosting community meetings or educational events.
- (b)** Identify community priorities for prevention of substance use disorder, substance misuse and overdose, including the root causes of health inequities: Planning, implementation, and evaluation should involve people most impacted by substance use disorder and overdose, such as people in recovery, people with chronic pain, people who use drugs, and their associates.
- (c)** Address root causes of substance use disorder, substance misuse, and overdose at the individual, relationship, and community levels. This could involve peers with lived experiences and could include community mental health supports, communication strategies, positive arts or recreational activities or other interventions that strengthen resilience and connectedness.

NOTE: Overdose prevention funds may not be used for purchasing naloxone, drug “take back” or disposal programs, or direct provision of substance use treatment programs. However, training or connecting people to these resources is allowable.

(9) Program Element #5006: Screenwise & Genetics Program Barrier Reduction, Community Clinic Linkage, and Patient Navigation (April 1, 2022 through June 30, 2023):

The mission of ScreenWise (SW) is to reduce breast and cervical cancer burden and health inequities in Oregon through early detection, evidence-based care, risk factor screening, education, linkage to medical treatment, and surveillance. This initiative aims to provide barrier reduction social services and wrap around support, community engagement, patient navigation, education, and outreach to increase breast and cervical cancer screening, diagnostic services, and navigation into treatment if needed. This initiative recognizes the work already being done at the community/clinic level and seeks to increase capacity and sustainability.

Eligible Activities activities:

- (a)** Identify potential candidates for breast and cervical cancer screening through Traditional or Community Health Workers (THWs and CHWs respectively) or patient navigators and provide culturally appropriate outreach and education to the identified candidates about risk factors, family history, and preventive health behaviors.
- (b)** Assist individuals with culturally and linguistically affirming navigation, education and access to screenings services amongst health care systems and network of SW providers. Navigate clients to breast and/or cervical cancer screening services if they do not meet SW eligibility requirements. Assure that patients navigated receive timely and appropriate follow-up care and referrals and/or navigation into treatment if needed.
- (c)** Provide, as needed patient navigation and coordination of access to healthcare services if there are cancer diagnoses.
- (d)** Promote and deliver culturally and linguistically appropriate and affirming public education health workshops or screening events that include breast and cervical cancer screening and hereditary cancer information. Initiatives and events should focus on addressing fears and barriers to cancer screening.
- (e)** Use and promote culturally appropriate interventions to link individuals to community resources, medical homes, or health care systems and clinics for cancer screening, diagnostic, and treatment resources.
- (f)** Provide social service or direct barrier reduction via transportation, food, utility, housing, caregiving assistance for patients facing hurdles to breast or cervical cancer screening or diagnostic services. Funding can, and should, be used to pay for such as language services, childcare, eldercare, gas cards, food assistance, and other barriers that are discovered to inhibit patients initiating breast or cervical cancer screening or diagnostic services. Patient navigators or CHW and THWs can document patient needs and provide reimbursements and gift cards. for patients to assure completion of screening, follow-up, and diagnosis.

(g) Serve communities of color, tribal communities, **people experiencing disabilities, LGBTQIA2S, rural** and **other** communities disproportionately impacted by cancer morbidity and mortality through **focused** culturally and linguistically responsive outreach and services, including:

- (i) Patient navigation for breast and cervical cancer
- (ii) Community clinical linkage to SW clinics and/or health systems
- (iii) Community education and outreach

(10) ~~(9)~~—Program Element #5007: Public Health Infrastructure

Public health infrastructure allows Recipient serving underserved communities and geographies to continue to address community priorities through a community-led work plan and investments in public health programs. This program element builds greater Recipient capacity and allow for participation in trainings and convenings with LPHAs, OHA and other partners toward shared equity strategies.

Eligible Activities:

- (a) Develop public health equity-focused strategies and work plan with communities.
- (b) Participate in local, regional and statewide public health assessments and planning efforts.
- (c) Co-create public health prevention strategies that are culturally and linguistically responsive to the community served.
- (d) Sustain public health-related staff positions.
- (e) Build social resilience by strengthening social bonds and networks among community members, building bridges between community groups, and/or creating linkages with decision-makers.
- (f) Build policy development and advocacy skills of community members and promote community-led policy change that supports health.
- (g) Participate in coalitions to support community-led health policy.
- (h) Participate in government-led workgroups, advisory groups, and decision-making bodies and processes.
- (i) Participate in the development of a statewide public health workforce plan.
- (j) Participate in the development of a statewide health equity plan.
- (k) Implement prevention initiatives that are responsive to the needs of the community, including the social determinants of health.

Attachment 2
EXHIBIT A - Part 2

Disbursements ~~Payment Provisions~~ and Financial Reporting Requirements

1. Disbursement of Funds ~~Payment Provisions~~

- a. OHA will make approximately equal monthly payments to Recipient to reach the total grant award amount provided in Attachment 1 to this Exhibit A, Part 2, **as amended from time to time**. The payments will be determined by calculating the number of months left in the Agreement, starting with the month after all signatures are obtained, and then dividing the total award amount by the number of months calculated. **This will be the disbursement method unless otherwise described in the Financial Assistance Award or is provided for in paragraph 1.b. below.**
- b. **Disbursements to Recipient will also subject to the following:**
- (1) **Upon written request of Recipient to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet Recipient program needs.**
 - (2) **OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, Recipient's Underexpenditure or Overexpenditure of prior disbursements.**
 - (3) **After providing Recipient 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of Recipient's reports required to be submitted to OHA under this Exhibit A, Part 2, Section 2 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this Agreement until the reports have been submitted or corrected to OHA's satisfaction.**
- c. **OHA may disburse to Recipient financial assistance for a Program Element in advance of Grantee's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to Recipient in accordance with the disbursement procedures described above does not vest in Recipient any right to retain those funds. Disbursements are considered an advance of funds to Recipient which Recipient may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.**
- a. d. Recipient shall submit all requests, work plans, budgets, reports and invoices to OHA following the instructions, templates, requirements and the budget guidance documents available from OHA to the email address below.

OHA-PHD
Attn: Jordan Barron-Kennedy MPH, MBA
800 NE Oregon St., Ste. 930
Portland, OR 97232
community.publichealth@odhsoha.oregon.gov

- b. **e.** Recipients shall use the Agreement funds for expenses as described in Recipient’s approved budget on file with OHA and as awarded in the Financial Assistance Award. Reallocation of funds of the approved budget will require resubmission of the budget and approval by OHA. The revised budget will be on file with OHA.
- e. **f.** Travel expenses are allowed if they are within the Recipient’s approved budget. All travel shall be allowed only when the travel is essential to the normal discharge of Recipient’s responsibilities. Travel expenses shall be paid in accordance with the rates set forth in the Oregon Accounting Manual as of the date Recipient incurred the travel or other expenses. The Oregon Accounting Manual is available at <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>.

2. Reporting Requirements

a. Expenditure Reports

Expenditure Reports for Allowable Activities are required to document how the payments Recipient received were used. All Expenditure Reports should be submitted **quarterly** through reporting dashboards or emailed to: community.publichealth@odhsoha.oregon.gov

Recipient must submit Expenditure Reports using the template provided by OHA on the following schedule:

- April 1-June 30, 2022 by July 31, 2022
- July 1, 2022-September 30, 2022 by October 31, 2022
- October 1, 2022-December 31, 2022 by January 31, 2023
- January 1, 2023-March 31, 2023 by April 30, 2023
- April 1, 2023-June 30, 2023 by July 31, 2023
- July 1, 2023-September 30, 2023 by October 31, 2023
- October 1, 2023-December 31, 2023 by January 31, 2024
- January 1, 2024-March 31, 2024 by April 30, 2024
- April 1, 2024-June 30, 2024 by July 31, 2024
- July 1, 2024-September 30, 2024 by October 31, 2024
- October 1, 2024-December 31, 2024 by January 31, 2025
- January 1, 2025-March 31, 2025 by April 30, 2025
- April 1, 2025-June 30, 2025 by July 31, 2025

Reporting requirement processes may change as determined by OHA with additional consideration from community partners. See table below for additional details and requirements for the Expenditure Reports.

b. Activity Reports

Recipient shall provide a summary of program-related activities in a report that is submitted to: community.publichealth@odhsoha.oregon.gov .

See table below for additional details and requirements for the Activity Reports.

c. **Reporting Requirements Table**

Quarters are defined as follows:

Quarter 1 – July 1 through September 30

Quarter 2 – October 1 through December 31

Quarter 3 – January 1 through March 31

Quarter 4 – April 1 through June 30

Report Type	Reporting Requirement	Reporting Period(s)	Reporting Frequency	Report Due Dates
Activity Report	<p>Recipient shall provide a summary of program-related activities as described in OHA-approved workplan / scope of work using an OHA-provided “Activity Report Template.”</p> <p>Participant shall participate in program evaluation activities that will be determined by community-based organizations and OHA.</p>	<p>Each quarter 6-month period of the Agreement starting with the calendar month of the Agreement execution through the month of the Agreement’s expiration date.</p>	<p>Quarterly Submitted Every 6 months with an evaluation report due at the end of the Agreement period.</p>	<p>The 30th last day of the calendar month following the end of the quarter Reporting Report Period.</p>
Expenditure Reports for Allowable Program Activities	<p>Recipient’s cost – expenditure reports shall include a summary of expenditures for the report period, including: a completed Expenditure Report for Allowable Program Activities, and supporting documentation for expenses as requested by OHA, which Recipient shall maintain in accordance with Exhibit B, Section 15, “Records Maintenance, Access.”</p>	<p>The first Expenditure Report submission shall include, if applicable, the Agreement’s entire pre-execution period through the current month of the Agreement.</p> <p>Then, Expenditure Reports shall be submitted quarterly through the Agreement’s expiration date thereafter.</p>	<p>Initial Pre-execution period, then submitted quarterly thereafter</p>	<p>The 30th last day of the month following the end of the quarter Reporting Period.</p>

d. Additional Reporting Requirements:

Program-specific reporting requirements may vary across Program Elements and/or be in addition to the other Reporting Requirements of this section, based on reporting requirements from their respective funders which include Federal and State of Oregon partners.

3. Disbursement and Recovery of Financial Assistance.

~~d. **Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse funds for a particular Program Element, as described in the Financial Assistance Award in substantially equal monthly allotments during the period specified in this Agreement or as otherwise described in the Financial Assistance Award, subject to the following:~~

- ~~(4) Upon written request of Recipient to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet Recipient program needs.~~
- ~~(5) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, Recipient's Underexpenditure or Overexpenditure of prior disbursements.~~
- ~~(6) After providing Recipient 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of Recipient's reports required to be submitted to OHA under this Exhibit A, Part 2, Section 2 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this Agreement until the reports have been submitted or corrected to OHA's satisfaction.~~

~~OHA may disburse to Recipient financial assistance for a Program Element in advance of Grantee's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to Recipient in accordance with the disbursement procedures described above does not vest in Recipient any right to retain those funds. Disbursements are considered an advance of funds to Recipient which Recipient may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.~~

b. Recovery From Future Payments.

e.a. Definitions Specific to This Section

- (1) "Misexpenditure" means funds, disbursed to Recipient by OHA under this Agreement, and expended by Recipient that are:
 - (a) Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - (b) Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by Recipient, contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

- (c) Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
 - (2) “Overexpenditure” means funds disbursed to Recipient by OHA under this Agreement and expended by Recipient that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds Recipient is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Element(s).
 - (3) “Underexpenditure” means those funds disbursed by OHA under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement.
- b.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to Recipient by OHA, including, but not limited to, any amount owed to Recipient by OHA under any other contract or agreement between Recipient and OHA, present or future. OHA shall provide Recipient written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed to Recipient by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) Recipient shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to Recipient by OHA and identified by Recipient. OHA shall comply with Recipient's request for alternate offset, unless the Recipient's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and Recipient are unable to agree on which specific amounts, owed to Recipient by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and Recipient and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to Recipient (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to Recipient by OHA. In no case, without the prior consent of Recipient, shall OHA deduct from any one payment due to Recipient under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.
- c.** From the effective date of any notice of Misexpenditure, Recipient shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
- (1) Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or
 - (2) Notify OHA that Recipient wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to “Recovery from Future Payments” above.

d. If Recipient fails to respond within the time required, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in “Recovery from Future Payments” above.

e. **Agreement Settlement**

- (1) “Agreement Settlement” means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to Recipient with amounts that OHA is obligated to pay to Recipient under this Agreement from the Financial Assistance Award, as determined in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
- (2) Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit A, Part 2, Attachment 1, “Financial Assistance Award.” For purposes of this section, amounts due to Recipient are determined by the actual amount reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.
- (3) After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the Recipient to adjust funds when applicable.

Attachment 3
Exhibit A, Part 2: Attachment 1
Financial Assistance Award (FY24)

Attachment 4
Exhibit E
Federal Award Identification (Required by 2 CFR 200.332)