

Request for Application

Infrastructure Support for Reproductive Health Services

A) Purpose and Scope:

We know that Oregon's Reproductive Health Program (RH Program) clinical network needs infrastructure support that is not provided in the fee-for-service structure. Understaffing, increased need, and program requirements make delivering RHCare challenging. Unfortunately, most of the RH Program's funders require their funding to be spent on direct services. However, the RH Program asked for, and received, Title X funding to distribute to the RHCare network for the purpose of bolstering clinic infrastructure.

Agencies must be certified to provide RHCare, and the funding must be used in clinics that are certified to provide RHCare. The funding must be used for the purposes of ensuring access to reproductive health services – costs associated with training, salary, rent, equipment, etc.

Up to \$975,000 will be awarded through this request for applications ("RFA"). An average of \$29,500 may be awarded to any one RHCare agency that applies and is approved.

The funding period will be from the date of award to March 31, 2024.

B) Definitions:

For purposes of this RFA:

- "Agency" means an entity certified by the RH Program to operate RHCare clinics.
- "RFA" means Request for Application.
- "RHCare clinic" means a clinic operated by an agency certified with the RH Program to provide reproductive health services to all clients and to receive reimbursement for covered reproductive health services provided to all enrollees.
- "Reproductive Health Program" or "RH Program" means the program within the Center for Prevention and Health Promotion of the Oregon Health Authority that certifies RHCare, CCare, and AbortionCare clinics and administers the RH Access Fund which includes CCare, Title X, and RHEA funds.
- "Title X" means Title X of the Public Health Service Act, Section 1001 (42 U.S.C. § 300), which is a federal agreement administered by the Department of Health and Human Services, Office of Population Affairs intended to ensure access to equitable, affordable, client-centered, quality family planning services for clients, especially low-income clients.

B.O. 23-362

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C) Eligible organizations

Applications will be accepted from RHCare agencies. All acceptable applications will be approved.

D) Funding Requirements

In addition to any other requirements under this RFA, funding through this RFA is subject to the following requirements:

- Qualifying agencies may receive up to \$29,500.00 to be spent by March 31, 2024.
- Funding must be used in clinics that are certified to provide RHCare.
- Funding must be used for the purposes of ensuring access to reproductive health services. Acceptable use of funds may include but are not limited to:
 - Costs associated with training staff
 - Salaries/wages
 - Costs associated with maintaining a clinic site (rent, renovations)
 - Clinic equipment
 - Costs associated with EHR systems (including upgrading costs)
 - Translation/interpretation services:
- Funding may not be used for:
 - Vehicles or mobile units
 - Surveillance equipment
 - Abortion services.

E) Information to be provided by applicant organization on the application:

An organization applying for funding through this RFA must submit the following information and complete the application:

- Amount of funds being requested
 - Maximum funds that may be requested is \$29,500
- A plan for how the applicant organization will use the funds, including a budget.

F) Recipient Attestation Requirement:

In the application an authorized representative of the applicant will be required to attest to the following:

1. The authorized representative is authorized to apply for funds on behalf of the applicant and to bind the applicant to the terms and conditions set forth in Exhibit A to this RFA.

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2. The applicant has reviewed this RFA in its entirety and is an eligible applicant based on the requirements of this RFA.
3. The applicant has reviewed, understands, and acknowledges and agrees to comply with the terms and conditions set forth in Exhibit A. Without limitation, the applicant understands and acknowledges that on Recipient's acknowledgement of a notice of award issued by OHA, the applicant will be bound by the terms and conditions of the Agreement.
4. All information provided to OHA in connection with this application is true and correct, and the applicant agrees to notify OHA immediately in writing if the applicant becomes aware that any such information is inaccurate or incomplete.

G) Recipient Reporting Requirements:

If an applicant is awarded funding it will be required to comply with reporting requirements set forth in the Terms and Conditions, including but not limited to those set forth in Section 5 of Exhibit A to this RFA.

H) Changes/Modification and Clarifications:

When appropriate, OHA will issue revisions, substitutions, or clarifications as addenda to this RFA. Revisions, substitutions, or clarifications to the RFA shall be recognized only if in the form of written addenda issued by OHA.

I) Reservation of OHA Rights:

OHA reserves all rights regarding this RFA, including, without limitation, the rights in OHA's sole discretion to:

- Amend or cancel this RFA without liability if it is in the best interest of the OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFA;
- Seek clarification of any Application;
- Negotiate the Program Activities described in this RFA; and
- Amend or extend the term of any Agreement that is issued as a result of this RFA;

J) Application Evaluation:

Applications will be evaluated upon receipt. Applications will be evaluated based on eligibility criteria and responses to the application essay question.

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K) Final Selection:

All Applicants will be notified whether or not they will be receiving an award through a written notice of award from OHA. It is anticipated that these notifications will come out on or around 09/30/2023, but that timeline is subject to change depending on the volume and complexity of Applications that are received.

L) Cost of Applications and Obligation:

All costs incurred in connection with preparing and submitting an Application in response to this RFA will be the responsibility of the Applicants and will not be reimbursed by OHA. All Applicants who submit an Application in response to this RFA understand and agree that OHA is not obligated to select any Applicant and, further, has absolutely no financial obligation to any Applicant arising from this RFA.

M) Release of Information:

Except as required by the Oregon Public Records Law or other applicable law, no information shall be given to any Applicant (or any other person) relative to its standing in relation to other Applicants during the RFA process.

N) Public Information:

The application solicitation file is subject to public disclosure in accordance with the Oregon Public Records Law (ORS 192.311–192.478). If any part of an Application is considered a trade secret as defined in Oregon Revised Statutes 192.345(2) or otherwise exempt from disclosure under Oregon Public Records Law, the Applicant shall submit one additional copy of their Application that redacts only the exempt language. Any person may request copies of public information. However, except as required by applicable law, copies of Applications will not be provided until the evaluation process has been completed and the Applicants are notified.

O) Title X Statement

These agreements are funded by Office of Population Affairs of the U.S. Department of Health and Human Services (HHS) through the Title X program. For more information, please visit <https://opa.hhs.gov/agreement-programs/title-x-service-agreements>.

P) Application Link:

<https://app.smartsheet.com/b/form/ace0bb222f874ae8a5d099f480044510>

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Q) Point of Contact:

For questions please contact:

Alison Babich, alison.a.babich@oha.oregon.gov

Becky Griesse, rebecca.griesse2@oha.oregon.gov

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EXHIBIT A
Terms and Conditions

1. **RFA Incorporated.** The recipient ("Recipient") awarded funds under the request for applications (the "RFA") to which these terms and conditions (this "Agreement") are attached agrees to comply with the terms and conditions set forth in Sections A through Q of the RFA (the "RFA Terms"), as modified through the Effective Date, which are hereby incorporated into and made part of this Agreement. Notwithstanding the foregoing, in the event of a conflict between any terms or conditions of this Agreement and the RFA Terms, the terms and conditions of this Agreement will control.

2. **Term of Agreement.** The term of this Agreement will begin on the date (the "Effective Date") that the Recipient acknowledges a notice of award (the "NOA") issued by the State of Oregon, acting by and through the Oregon Health Authority ("OHA"), to Recipient and will expire, unless terminated or extended in accordance with its terms, on March 31, 2024. Subject to acknowledgement of the NOA by Recipient, Recipient may use Agreement Funds for eligible expenditures incurred in accordance with this Agreement through March 31, 2024. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured or relieve Recipient of any obligations that by their express terms survive the termination or expiration of this Agreement.

3. **Disbursement.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is the amount set forth in the NOA issued to Recipient. OHA will not disburse funds under this Agreement ("Agreement Funds") to Recipient in excess of the not-to-exceed amount and will disburse Agreement Funds to Recipient as one payment, due upon upon execution of contract agreement. To receive Agreement Funds, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit, by completing any forms required by OHA to facilitate EFT. On request by OHA, Recipient must provide its taxpayer identification number (TIN) and any other necessary banking information to receive payment by EFT. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current EFT designation and information will be used for all disbursements under this Agreement. In the event that EFT designation

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or information changes, Recipient must provide such designation or information by completing any forms required by OHA.

4. **Use of Agreement Funds.** Recipient will use Agreement Funds for payment of expenses in accordance with the terms and conditions of this Agreement, including the RFA Terms.

5. **Reporting Requirements.** As a condition to receipt of Agreement Funds under this Agreement, Recipient will submit the following to OHA:
 - a. Within 10 days following the Effective Date:
 - i. Proof of insurance, through a certificate or certificates of insurance, that meets the following minimum insurance requirement:
 1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.
 2. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient's subcontractors, agents, officers, or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide continuous claims made coverage as approved by OHA.
 - ii. Federal Funding Accountability and Transparency Act (FFATA) form with a Unique Entity Identity Number (UEI). A FFATA form will be provided.
 1. A UEI number can be obtained from registering at [SAM.GOV](https://sam.gov).
 - b. On or before April 30, 2024, a final report explaining how the agency spent the money, including a detailed expenditure report, in a form prescribed by OHA.

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Notwithstanding any other provision of this Agreement, Recipient's obligation under this Section 5(c) will survive termination of this Agreement.

- 6. Compliance with Law.** Recipient will comply with laws and orders to which Recipient is subject and which are applicable to this Agreement.

- 7. Independent Contractor Status; Conflict of Interest.** Recipient represents that:
 - a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS chapter 244 and no statutes, rules, or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement.

- 8. Payment Limitations.** Recipient is not entitled to compensation under this Agreement from any other agency or department of the State of Oregon. Recipient acknowledges and agrees that OHA's payment of Agreement Funds is contingent on OHA receiving appropriations, limitations, allotments, and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Agreement Funds to Recipient as set forth in this Agreement.

- 9. Recovery of Overpayments.** Any Agreement Funds disbursed to Recipient that are expended in violation or contravention of any provision of this Agreement ("Misexpended Funds") or that remain unexpended on termination or expiration of this Agreement ("Unexpended Funds") must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the termination or expiration of this Agreement, as applicable. OHA, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA of its objection and the basis for such objection. Notwithstanding any other provision of this Section 9, if Recipient is a tribal government or an agency of a tribal government, then: (i) OAC shall notify Recipient in

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writing of its intent to recover funds and identify the payment(s) from which the deduction(s) will be made; (ii) Recipient shall have the right to, not later than fourteen (14) days following such notice, request the deduction(s) be made from another payment(s) identified by Recipient; (iii) to the extent that OHA's recovery of funds from the other payment(s) suggested by Recipient is feasible, OHA will comply with Recipient's request; and (iv) in no case without the prior consent of Recipient will the amount of recovery deducted under this Section 9 exceed twenty-five percent (25%) of the total payment amount from which the deduction was taken.

10. Indemnity. RECIPIENT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS"), RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR RECIPIENTS UNDER THIS AGREEMENT. NEITHER RECIPIENT NOR ANY ATTORNEY ENGAGED BY RECIPIENT MAY DEFEND ANY CLAIM IN THE NAME OF THE STATE OF OREGON (INCLUDING ANY AGENCY OF THE STATE OF OREGON), NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE FOR THE STATE OF OREGON, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE OREGON ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR MAY RECIPIENT SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE OREGON ATTORNEY GENERAL. IF THE STATE OF OREGON ASSUMES ITS OWN DEFENSE, RECIPIENT WILL BE LIABLE FOR THE ATTORNEY FEES OF THE STATE OF OREGON, INCLUDING BUT NOT LIMITED TO ANY FEES CHARGED BY THE OREGON DEPARTMENT OF JUSTICE.

11. Remedies. All remedies under this Agreement are in addition to any other remedies at law, in equity, or otherwise. All remedies are cumulative to the extent the remedies are not inconsistent. In the event of any breach of this Agreement by OHA, Recipient's sole remedy will be a claim for payment of Agreement Funds for expenses incurred and for which payment is authorized by this Agreement. In no event will OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

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12. Termination.

- a. **OHA's Right to Terminate at its Discretion.** In addition to any other rights and remedies OHA may have under this Agreement, at its sole discretion, OHA may terminate this Agreement:
- i. For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - ii. Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Agreement Funds to Recipient as set forth in this Agreement;
 - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - iv. Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving Agreement Funds or benefitting from Agreement Funds under this Agreement.
- b. **Effect of Termination.** Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OHA, OHA expressly directs otherwise.

13. Insurance. Recipient shall maintain insurance as set forth in this Agreement and which satisfies the following requirements, prior to performing any activities under this Agreement:

- a. Recipient shall obtain required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.
- b. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- c. All liability insurance, except for Workers' Compensation and Professional Liability, required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional

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Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO Form CG 20 37 07 04 or equivalent.

- d. Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against OHA or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OHA has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).
- e. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the commencement of any activities under this Agreement (and in no event later than the Effective Date), for a minimum of 24 months following the later of (i) Recipient's completion of all activities required under this Agreement, (ii) termination of this Agreement, or (iii) the expiration of all warranty periods provided under this Agreement.
- f. Any certificate(s) of insurance required by OHA shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate(s) must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
- g. Recipient or its insurer must provide at least 30 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- h. Recipient agrees to periodic review of insurance requirements by OHA under this

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Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

- i. All insurance providers are subject to OHA acceptance. If required by OHA, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to OHA for verification of required insurance coverage.

14. Records Maintenance; Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of: (i) six years following final payment and termination of this Agreement; (ii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (iii) until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement.

15. Assignment of Agreement, Successors in Interest.

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

16. No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this

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Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

17. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with 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 this Agreement did not contain the particular term or provision held to be invalid.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by email shall be deemed received and effective five days after the date of emailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. As of the Effective Date, the notice information for OHA is as follows:

Oregon Health Authority
Reproductive Health Program
800 NE Oregon St.
Portland, OR 97232

19. Headings; Interpretation. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be

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used to construe the meaning of or to interpret this Agreement. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so.

- 20. Amendments; Waiver; Consent.** No amendment, waiver, or consent under this Agreement shall bind any party unless it is in writing and signed by the parties and, when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- 21. Merger.** This Agreement, including any attachments, exhibits, and incorporations, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

Accepted by Yamhill County
Board of Commissioners on
9.14.23 by Board Order
B.O. 23-362