

SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT (this “Agreement”) is entered into as of September 1, 2020, by and between Northwest Medical Foundation of Tillamook, an Oregon nonprofit religious corporation (“Prime Recipient”), and Tillamook County Community Health Centers (“Subrecipient”), a Federally Qualified Health Center. This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of Prime Recipient, a grantee of the U.S. Department of Health and Human Services Health Resources and Services Administration (“HRSA”). Prime Recipient and Subrecipient may be referred to individually as a “Party” and collectively as “the Parties”.

RECITALS

WHEREAS, The United States Department of Health and Human Services Health Resources and Services Administration (“Prime Sponsor”) has issued a Notice of Award (“Prime Award”) to Prime Recipient for a Rural Communities Opioid Response Program Implementation grant (“Grant Program”) for the funding period of 09/01/2020 through 08/31/2023. A copy of the notice of the Prime Award is attached to this Agreement as Exhibit A and incorporated by this reference.

WHEREAS, Prime Recipient desires to implement a Rural Communities Opioid Response Program;

WHEREAS, Subrecipient desires to support Prime Recipient’s implementation of a Rural Community Opioid Response Program;

WHEREAS, Prime Recipient desires to grant a “subaward” as defined by applicable HRSA regulations of the Prime Award (the “Subaward”) to Subrecipient to begin a Syringe Exchange program in accordance with the requirements of applicable regulations and guidelines promulgated thereunder and by HRSA, the Notice of Prime Award, as well as other applicable law; and

WHEREAS, certain information required by HRSA and applicable law and regulations is to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit B and is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime Recipient and Subrecipient hereby agree as follows:

1. TERM. This Agreement shall govern the performance of the parties for the period September 1, 2020 (the “Effective Date”) through August 31, 2021 unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. SCOPE OF SERVICES AND BUDGET; PRIOR APPROVAL FOR CHANGES.

a. Scope of Services and Budget. Subrecipient shall, in a satisfactory manner as determined by Prime Recipient, perform all activities described in the scope of services as approved by Prime Recipient and attached hereto as Exhibit C, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by Prime Recipient and attached hereto as Exhibit D, as may be amended from time to time (the “Approved Budget”). During the term of this Agreement, Subrecipient shall notify the Prime Recipient of all additional funding received by Subrecipient from other sources that are related to opioid use disorder and/or substance use disorder.

b. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Prime Recipient; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of Prime Recipient.

c. Key Personnel. The Prime Recipient contact listed below will be responsible for the overall direction and coordination of the work to be performed under this Agreement and under the Prime Award. All correspondence or notices of a technical or programmatic matter related to this Agreement shall be delivered to the Prime Recipient Contact at the address below. The Subrecipient Contact listed below will be responsible for the organization, management, communication, and performance of the work Subrecipient performs under this Agreement. Any correspondence or notices of a technical or programmatic matter related to this Agreement shall be sent to Subrecipient’s Contact at the address below. Either Party may replace its Contact individual at any time for any reason, but must inform the other Party as soon as practicable.

Prime Recipient Contact	Subrecipient Contact
<i>Nicole Vertner, Project Director Adventist Health Tillamook 1000 3rd Street Tillamook, Oregon 97141 503-815-2253 VertneNE01@ah.org</i>	<i>Marlene Putman, Administrator Tillamook County Community Health Centers 2204 4th Street, Tillamook, OR 97141 503-842-3922 Mputman@co.tillamook.or.us</i>

3. COMPENSATION.

a. Payment of Funds. Prime Recipient shall pay Subrecipient in accordance with the Approved Budget attached hereto as Exhibit D. These funds will be paid in advance in incremental amounts and frequency as determined by Prime Recipient for the performance of the Approved Services under this Agreement in an amount not to exceed \$33,000 (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment

by Prime Recipient if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the Prime Award and the authorizations, restrictions and requirements contained in the Notice of Prime Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

b. Invoices. Subrecipient shall submit up to two (2) invoices during the term of this Agreement describing the actual expenditures incurred as compared to the Approved Budget. The initial invoice shall be submitted to the Prime Recipient when approximately seventy five percent (75%) of the funds received have been spent. The final invoice (“Final Invoice”) shall describe the allocation of the remaining twenty five percent (25%). Subrecipient’s invoices shall be in a format that materially conforms to the invoice template in Exhibit G, setting forth actual expenditures of Subrecipient in accordance with this Agreement and include any adjustments made to the Approved Budget during the term of the Agreement. Each invoice must include the reference to “Tillamook RCORP-Implementation” or include Subrecipient’s subaward number of 2020-09-10021. Subrecipient shall submit its Final Invoice within sixty (60) calendar days following the expiration or termination of this Agreement. Final payment, if any, may be withheld until Subrecipient (1) completion, submission and acceptance by Prime Recipient of all work performed under the applicable SOW, and (2) submission of a final invoice that is clearly marked “FINAL INVOICE”.

c. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by Prime Recipient from applicable state and federal funding sources and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that Prime Recipient receives from state and federal funding sources is reduced, Prime Recipient reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. Prime Recipient also reserves the right to deny payment for Subrecipient’s expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified Sections 3(b) above and 4(d) below.

4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including but not limited to HRSA Grants Policy Statement, applicable statute, regulations and guidelines, and the Notice of Prime Award. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Prime Recipient if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain

detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

b. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Prime Recipient shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Prime Recipient’s Grant Program activities; (ii) documented by contracts or other evidence of liability consistent with established Prime Recipient and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement including those listed at <https://www.grants.gov/learn-grants/grant-policies/omb-uniform-guidance-2014.html>.

c. Financial and Other Reports. Subrecipient shall submit to Prime Recipient such reports and back-up data as may be required by HRSA or Prime Recipient, including without limitation such reports which enable Prime Recipient to submit its own quarterly financial and annual programmatic reports to HRSA and the reports required in accordance with the following schedule:

<u>REPORT</u>	<u>DEADLINE</u>
• Final Report	• Within 60 days of expiration of termination of this Agreement
• Reports on expenditures of subcontracted activities	• Within 60 days of expiration of termination of this Agreement

All reports shall be submitted to Prime Recipient’s contact address identified in Section 16 of this Agreement. This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to Prime Recipient following the expiration or termination of this Agreement.

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient’s liability, to be paid by Subrecipient from funds other than those provided by Prime Recipient under this Agreement or any other agreements between Prime Recipient and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

e. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements, including the preparation of an audit by an independent Certified Public Accountant in accordance with the

Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Prime Recipient and appropriate officials of HRSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide Prime Recipient with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. Closeout. Final payment request(s) under this Agreement must be received by Prime Recipient no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Prime Recipient after this date without authorization from Prime Recipient. In consideration of the execution of this Agreement by Prime Recipient, Subrecipient agrees that acceptance of final payment from Prime Recipient will constitute an agreement by Subrecipient to release and forever discharge Prime Recipient, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to Prime Recipient under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Prime Recipient. Such requirements shall include, without limitation, submitting final reports to Prime Recipient and providing any closeout-related information requested by Prime Recipient by the deadlines specified by Prime Recipient. This provision shall survive the expiration or termination of this Agreement.

5. COOPERATION IN MONITORING AND EVALUATION.

a. Prime Recipient Responsibilities. Prime Recipient shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. Prime Recipient has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Prime Recipient may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit Prime Recipient to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the

cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6. RECORD RETENTION AND ACCESS. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that Prime Recipient makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office and the Comptroller General of the United States.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Subrecipient to Prime Recipient is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Prime Recipient, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Prime Recipient. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Prime Recipient and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

a. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as Exhibit A, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit B, including any amendments thereto; (iii) the Approved Services attached hereto as Exhibit C, including any amendments thereto; (iv) the Approved Budget attached hereto as

Exhibit D, including any amendments thereto and (v) the applicable contract provisions for non-federal entity contracts under federal awards attached hereto as Exhibit E (the “Required Contract Provisions”) (each of (i) – (v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with Prime Recipient in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:

Authorizing Statute, Regulations, and Grant Policy Statements. Subrecipient shall comply with all obligations described in generally applicable public laws and Executive Orders, OMB circulars and the HRSA implementation of them, and specific policies and procedures applicable to discretionary grants and cooperative agreements, including those described in Department of Health and Human Services Grants Policy Statement (<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>).

i. Administrative Requirements; Cost Principles; Audit Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HRSA Awards, 45 C.F.R. Part 75;

ii. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set forth in 45 C.F.R. Part 93. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to Prime Recipient the certification attached hereto as Exhibit F (“Certification Regarding Lobbying”). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated;

iii. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, Prime Recipient shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;

iv. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify Prime Recipient

immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov;

v. DUNS Number/UEI. Subrecipient agrees and acknowledges that Prime Recipient may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Data Universal Numbering System (“DUNS”) number and its Unique Entity Identifier (“UEI”), if it has one, to Prime Recipient. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities. The Unique Entity Identifier is the new 12-digit alphanumeric identifier that will be provided by SAM.gov registration to all entities who register to do business with the federal government;

vi. Federal Funding Accountability and Transparency Act of 2006. Subrecipient agrees to provide Prime Recipient with all information requested by Prime Recipient to enable Prime Recipient to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252);

vii. Regulations on Nondiscrimination. Subrecipient shall comply with the HRSA regulations on nondiscrimination in HRSA programs or activities receiving federal financial assistance;

viii. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182, and the applicable HRSA regulations, which require all programs and activities receiving federal assistance to maintain a drug-free workplace;

ix. Equal Treatment for Faith-Based Organizations. Subrecipient shall comply with the HRSA regulations regarding the equal treatment of religious organizations in HRSA programs;

x. Pro-Children Act of 1994. In accordance with 20 U.S.C. 6081 *et seq.*, Subrecipient certifies that Subrecipient, its employees, agents, contractors, and subcontractors will not permit smoking in any portion of an indoor facility owned or leased or contracted for by Subrecipient and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18;

xi. Policies on Limited English Proficient Persons. Subrecipient must have written policies that are consistent with the HRSA Office for Civil Rights policy document, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons;

xii. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to Prime Recipient proof of any licensure, certification, permit or accreditation upon request; and

xiii. Other Prime Recipient Agreements. Subrecipient shall fulfill all other agreements with Prime Recipient and shall comply with all federal, state and local laws applicable to programs funded by such agreements.

9. EMPLOYMENT LAWS AND POLICIES.

a. Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

b. Salary Limitation. Funds provided to Subrecipient under this Agreement shall not be used in a manner that violates any salary limitations contained in the Prime Award or authorizing legislation.

10. CONFIDENTIALITY; PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION. Subrecipient shall protect and safeguard personally identifiable information created, obtained, or maintained in the course of providing services under this Agreement in a manner that complies with the Notice of Award and all state and federal privacy laws. Subrecipients who meet the definition of a “program” under 42 CFR Part 2, must comply with the confidentiality protections under those regulations. (<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=42%3A1.0.1.1.2>) Subrecipient Programs must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr164_main_02.tpl) .

11. PUBLICITY; PUBLIC ANNOUNCEMENTS. Subrecipient shall not use the name or insignia of “RCORP Tillamook” or “OUR Tillamook” project in any advertisement, press release, or other publicity without written prior approval of the Prime Recipient. Prime Recipient has the right to acknowledge OUR Tillamook Consortium member support of the work performed under this grant award in public communications. As required by the Notice of Award, acknowledgement of federal funding must be used when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money. Accordingly, Subrecipient shall clearly state: (i) the percentage of the total cost of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Further, Subrecipient shall place the following statement on all products produced using HRSA funds:

This [project/publication/website, etc] [is/was] supported by the Health Resources and Services Administration (“HRSA”) as part of a financial assistance award totaling [\$XX] with [XX] percentage funded by HRSA/HHS and [\$XX] amount and [\$XX] percentage funded by non-government source(s). The contents are those of the author(s) and do not

necessarily represent the official view of, nor an endorsement, by HRSA/HHS, or the U.S. Government.

12. INTENTIONALLY LEFT BLANK.

13. INDEMNIFICATION. Subrecipient shall defend and hold Prime Recipient, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

14. INSURANCE. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Prime Recipient may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- a. Workers' compensation in amounts no less than required by law;
- b. Employer's Liability Insurance with a limit of \$1,000,000;
- c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
- d. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
- e. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Prime Recipient as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide Prime Recipient with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Prime Recipient shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Prime Recipient pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Prime Recipient (by a copy provided to Prime Recipient pursuant to the notice provisions set forth in Section 16(f)) immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Prime Recipient pursuant to this Agreement shall be deemed a material breach of this Agreement and Prime Recipient shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

15. TERMINATION.

a. **By Prime Recipient.** Prime Recipient may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by Prime Recipient pursuant to this Agreement; (vi) the submission by Subrecipient to HRSA or Prime Recipient of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to Prime Recipient; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. Prime Recipient may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.

b. **By Subrecipient.** If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by HRSA in their grants and reimbursements to Prime Recipient, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to Prime Recipient. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

c. **Transfer of Performance Upon Termination.** Upon giving or receiving notice of termination, Prime Recipient may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to Prime Recipient, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. **Disposition of Property.** In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of in accordance with applicable law.

e. **Liability for Default.** Whether or not this Agreement is terminated, Subrecipient shall be liable to Prime Recipient for damages sustained by Prime Recipient by virtue of any breach of this Agreement by Subrecipient. This shall include, without limitation, liability of Subrecipient for the disallowance by HRSA of the reimbursement of charges submitted by Prime Recipient for services provided by Subrecipient under this Agreement where the disallowance is

in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by HRSA of Subrecipient the amount disallowed must be paid by Subrecipient to Prime Recipient from funds other than those provided by Prime Recipient under this Agreement.

f. Effect on Reimbursement. If this Agreement is terminated by Prime Recipient, Prime Recipient shall reimburse Subrecipient for actual costs incurred up to the date of termination and for any non-cancelable commitments and obligations made prior to the date of notice of such termination. Reimbursement shall be made in accordance with this Agreement.

16. GENERAL PROVISIONS.

a. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without giving effect to the conflicts of laws provisions thereof.

b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without Prime Recipient's prior written consent, which Prime Recipient may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from Prime Recipient, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by Prime Recipient prior to its execution.

f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Prime Recipient:
Nicole Vertner
Project Director
Adventist Health Tillamook
1000 3rd Street
Tillamook, Oregon 97141
503-815-2253
VertneNE01@ah.org

If to Subrecipient:
Marlene Putman
Administrator
Tillamook County Community Health Centers
2204 4th Street,
Tillamook, OR 97141
503-842-3922
Mputman@co.tillamook.or.us

g. Amendment or Modification. Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

**NORTHWEST MEDICAL
FOUNDATION OF TILLAMOOK**

**TILLAMOOK COUNTY BOARD
OF COMMISSIONERS**

By: _____

By: _____

Name: Eric Swanson

Name: Mary Faith Bell

Title: President

Title: Chair

SUBAWARD AGREEMENT

List of Exhibits

- Exhibit A** **Notice of Prime Award**
- Exhibit B** **Subaward Data**
- Exhibit C** **Approved Services**
- Exhibit D** **Approved Budget**
- Exhibit E** **Required Contract Provisions**
- Exhibit F** **Certification Regarding Lobbying**

Exhibit A

Notice of Prime Award

See Next Page.

1. DATE ISSUED: 07/30/2020		2. PROGRAM CFDA: 93.912		 U.S. Department of Health and Human Services HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Section 711(b) of the Social Security Act (42 U.S.C. 912(b)), as amended. Section 711(b)(5) of the Social Security Act (42 U.S.C. 912(b)(5)), as amended; Public Law No. 116-94.																																																						
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																																										
4a. AWARD NO.: 1 GA1RH39583-01-00		4b. GRANT NO.: GA1RH39583	5. FORMER GRANT NO.:																																																							
6. PROJECT PERIOD: FROM: 09/01/2020 THROUGH: 08/31/2023																																																										
7. BUDGET PERIOD: FROM: 09/01/2020 THROUGH: 08/31/2023																																																										
8. TITLE OF PROJECT (OR PROGRAM): Rural Communities Opioid Response-Implementation																																																										
9. GRANTEE NAME AND ADDRESS: Northwest Medical Foundation of Tillamook 1000 3rd St Tillamook, OR 97141-3430 DUNS NUMBER: 050974906				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Nicole Vertner Northwest Medical Foundation of Tillamook 1000 Third Street Tillamook, OR 97141-3430																																																						
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																						
<table style="width:100%; border-collapse: collapse;"> <tr><td>a. Salaries and Wages :</td><td style="text-align: right;">\$259,636.00</td></tr> <tr><td>b. Fringe Benefits :</td><td style="text-align: right;">\$77,891.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td style="text-align: right;">\$337,527.00</td></tr> <tr><td>d. Consultant Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>f. Supplies :</td><td style="text-align: right;">\$2,560.00</td></tr> <tr><td>g. Travel :</td><td style="text-align: right;">\$8,550.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td style="text-align: right;">\$579,000.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td style="text-align: right;">\$927,637.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC) :</td><td style="text-align: right;">\$72,363.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td> i. Less Non-Federal Share:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td> ii. Federal Share:</td><td style="text-align: right;">\$1,000,000.00</td></tr> </table>				a. Salaries and Wages :	\$259,636.00	b. Fringe Benefits :	\$77,891.00	c. Total Personnel Costs :	\$337,527.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$2,560.00	g. Travel :	\$8,550.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$0.00	j. Consortium/Contractual Costs :	\$579,000.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$927,637.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$72,363.00	q. TOTAL APPROVED BUDGET :	\$1,000,000.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$1,000,000.00	<table style="width:100%; border-collapse: collapse;"> <tr><td>a. Authorized Financial Assistance This Period</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td> i. Additional Authority</td><td style="text-align: right;">\$0.00</td></tr> <tr><td> ii. Offset</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Awards(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;">\$1,000,000.00</td></tr> </table>			a. Authorized Financial Assistance This Period	\$1,000,000.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$1,000,000.00
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				<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td></td> <td>Not applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS		Not applicable																																																
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				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)																																																						
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00																																																										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																																																										
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)																																																										
<i>Electronically signed by Brad Barney , Grants Management Officer on : 07/30/2020</i>																																																										
17. OBJ. CLASS: 41.91		18. CRS-EIN: 1930622075A1		19. FUTURE RECOMMENDED FUNDING: \$0.00																																																						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																																				
20 - 3704147	93.211	20GA1RH39583	\$1,000,000.00	\$0.00		20RCORP-I																																																				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. Due Date: 09/30/2020

RCORP-Implementation grant recipients are required to provide baseline information on other substance use disorder funding received, consortium membership, and staffing. Further information will be provided by the HRSA Project Officer upon receipt of award.

Grant Specific Term(s)

- As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
- The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
- All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

Program Specific Term(s)

- RCORP-Implementation grantees, in receipt of more than one RCORP grant during the period of performance, are required to work with their respective HRSA Project Officers to avoid duplication of effort and staffing across grants.
- RCORP-Implementation grant recipients must exclusively target rural service areas, as defined by the Rural Health Grant Eligibility Analyzer.
- RCORP-Implementation grant recipients are expected to participate in monthly progress calls with a HRSA Project Officer and HRSA-funded technical assistance provider and respond to inquiries and requests from HRSA staff in a timely manner.
- RCORP-Implementation consortia must make progress towards completing all prevention, treatment, and recovery core activities outlined in

the Notice of Funding Opportunity during each year of the three-year grant. Note that activities do not need to be completed until the end of the period of performance.

5. For any given staff member, RCORP Implementation grant recipients are not permitted to bill more than 1.0 fulltime equivalent (FTE) across Federal awards. This applies to both the application organization and any consortium member receiving RCORP-Implementation funds.
6. RCORP-Implementation grant recipients must maintain a consortium that meets the requirements outlined in the Notice of Funding Opportunity throughout the entire three-year period of performance: 1) consortia must be comprised of at least four separately owned entities, including the applicant organization, and 2) two consortium members must be located in HRSA-designated rural areas. It is the responsibility of the Project Director to inform the HRSA Project Officer if the consortium composition changes such that it no longer meets these minimum requirements.
7. RCORP-Implementation grant recipients must have an assigned Project Director and Data Coordinator during the entire three-year award period. The Data Coordinator must track, collect, aggregate, and report qualitative data and information from consortium members to fulfill HRSA's reporting requirements.
8. RCORP-Implementation grant recipients are expected to send two staff members to attend one 2-3 day meeting per year.
9. RCORP-Implementation grant recipients are required to allocate the award amount over a three-year period of performance.
10. RCORP-Implementation grant recipients are expected to work with HRSA-funded technical assistance provider and evaluator throughout the three-year grant period (and potentially share project updates and information with them after the grant period ends). Additional guidance on the technical assistance and evaluation components of the project will be provided during the period of performance.
11. RCORP-Implementation grant recipients will be required to submit biannual PIMS reports to HRSA. Data and information included in the report must reflect the activities of all consortium members (not just the lead applicant) and RCORP-Implementation award recipients should ensure that they have adequate staffing and resources devoted to collecting, monitoring, and reporting data/information to HRSA in a timely manner. Additional guidance on the PIMS reports will be provided during the period of performance.
12. RCORP-Implementation grant recipients may use grant funds to purchase telehealth infrastructure in an urban setting if the infrastructure will exclusively be used to provide services to patients at a service delivery site located in a HRSA-designated rural area, as defined by the Rural Health Grants Eligibility Analyzer. It is also allowable for a provider to be located in an urban facility, but serving patients in HRSA-designated rural areas through telemedicine so long as the target patient population is exclusively rural, as defined by the HRSA Rural Health Grants Eligibility Analyzer.
13. Purchase or leasing of a mobile unit or vehicle is an allowable cost as long as the unit is exclusively used to deliver, or facilitate transport to, services funded by the RCORP-Implementation grant. The grant recipient must establish both that the vehicle is needed and the cost is reasonable. You may not begin any purchases until you receive HRSA approval and must have contingency plans in place to ensure that delays in receiving HRSA approval of your mobile unit or vehicle purchase do not affect your ability to execute work plan activities and HRSA deliverables on time.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. Acknowledgement of Federal Funding: When issuing statements (i.e. press releases, publications, bid solicitations...) regarding activities or products (tool-kits, resource guides, websites...), resulting from HRSA support, HRSA requires recipients must to use the following acknowledgement and disclaimer on all products produced by HRSA funds:
"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by HRSA/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA/HHS, or the U.S. Government."
For more information, please visit: <https://www.hrsa.gov/grants/manage/acknowledge-hrsa-funding>.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any

remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

In addition to the prior approval requirements identified in 45 CFR Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period.

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their

national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

14. **§75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, 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 awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

Reporting Requirement(s)

1. **Due Date: Within 90 Days of Project End Date**

RCORP-Implementation grant recipients must submit a final closeout report. Additional guidance on the Closeout Report will be provided during the period of performance.

2. **Due Date: 09/30/2021**

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

3. **Due Date: 09/30/2022**

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

4. Due Date: 09/30/2023

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

5. Due Date: Quarterly (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 30 days after end of reporting period.

RCORP-Implementation grant recipients will be required to submit quarterly reports to HRSA documenting progress towards implementing all required core activities and any proposed additional activities. Data and information included in the report must reflect the activities of all consortium members (not just the lead applicant) and RCORP-Implementation award recipients should ensure that they have adequate staffing and resources devoted to collecting, monitoring, and reporting data/information to HRSA in a timely manner.

6. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts**NoA Email Address(es):**

Name	Role	Email
Melody Ayers	Business Official	ayersma@ah.org
Nicole Vertner	Program Director	vertnene01@ah.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Kamu Aysola at:
5600 Fishers Ln
Rockville, MD, 20857-
Email: kaysola@hrsa.gov
Phone: (301) 443-5217

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Kimberly Dews at:
MailStop Code: 10NWH04
OFAM/DGMO
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: kdews@hrsa.gov
Phone: (301) 443-0655

Exhibit B

Subaward Data

(i)	Subrecipient Name	Tillamook County Community Health Centers
(ii)	Subrecipient Unique Entity Identifier: Subrecipient DUNS #:	[Insert Subrecipient UEI #] [Insert Subrecipient DUNS #]
(iii)	Federal Award Identification Number (FAIN):	1 GA1RH395830100
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	7/30/2020
(v)	Subaward Period of Performance Start Date:	9/1/2020
	Subaward Period of Performance End Date:	8/31/2021
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$33,000
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$33,000
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$33,000
(ix)	Federal Award Project Description:	RCORP is a multi-year initiative by HRSA aimed at reducing the morbidity and mortality of substance use disorder (SUD), including opioid use disorder (OUD), in high-risk rural communities. RCORP-I will advance the overall goal by strengthening and expanding SUD/OUD prevention, treatment, and recovery services to enhance rural residents' ability to access treatment and move towards recovery.
(x)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services – Health Resources and Services Administration
	Name of Pass-Through Entity:	Prime Recipient

	Contact Information for Federal Awarding Official:	Mike Wall MWall@hrsa.gov
	Contact Information for Prime Recipient Authorizing Official:	Eric Swanson President Adventist Health Tillamook 1000 3rd Street Tillamook, Oregon 97141 503-815-2476 SwansoEM@ah.org
	Contact Information for Prime Recipient Project Director:	Nicole Vertner Project Director Adventist Health Tillamook 1000 3 rd Street Tillamook, Oregon 97141 503-815-2253 VertneNE01@ah.org
(xi)	CFDA Number and Name:	93.912 Rural Communities Opioid Response-Implementation
(xii)	Identification of Whether Subaward is R&D:	No

Exhibit C

Approved Services

TCCHC – Lead Strategy/Actions
01/22/2021

Theme 1: Harm Reduction and Education

This strategy is the one that TCCHC is taking action and is the sole lead as part of our public health work. Other strategies in the RCORP Strategic plan list multiple partners and I do not know which organization is the lead for the strategies. If TCCHC is needed to participate in another strategy or to serve as a lead, I would need to confer with other partners in the strategy to determine the TCCHC role.

CHC will begin our first Needle Exchange program in early 2021. We have supplies through grant funds and our Clatsop partner is operating the program with our CHC/Public Health staff. I can estimate our staff time and Clatsop county contribution for in-kind or leverage, if needed for grant reporting.

For establishing a county program and sustainability, I can get estimates on costs for operating the Needle Exchange program from our partner in Clatsop County. CHC will submit a request for funding from CPCCO for supplies and potentially other costs. May also look to other grants.

Revisions 3/31/21 from CHC:

We can reduce the request to \$30,000 and cover other costs through the Health Center resources.

Metrics for the needle exchange program:

- # of people receiving harm reduction supplies: needles; sharps container, naloxone kits.
- # of people receiving a referral to local programs to address drug/alcohol/OD

Plan for continuing to support the part-time position after the three-year funding is complete: Obtain funding for the position from other grant resources (not to exceed 20% of total cost) and clinic generated revenue

Activity	timeline		Lead	Partner	Progress indicator	Short-term outcome
Increase number of available needle exchange programs. Strategic Plan	Quarter 1, Year 1	Quarter 1, Year 3	TCCHC	Clatsop Public Health CARE, Inc	Convene RCORP Tillamook member meeting dedicated to harm reduction and community stigma and action. Increase awareness of steps individuals and communities can take to combat the opioid epidemic.	By Nov 2021, submit at least one proposal for funding opportunities to sustain the activity.

Exhibit D

Approved Budget

Item	Amount
Syringe Exchange Program	\$30,000
Indirect Cost (10% of total)	\$3,000
Total	\$33,000

Exhibit E

Required Contract Provisions

(Appendix II to Part 75 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)¹

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

¹ These contract provisions are taken from HRSA’s codification of the Uniform Guidance (45 C.F.R. Part 75). Be sure to check whether the federal awarding agency has adopted its own version of the Uniform Guidance and use the contract provisions required by that version.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See §75.331 Procurement of recovered materials.

Exhibit F

Certification Regarding Lobbying²

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, on behalf of Tillamook County Community Health Centers certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

TILLAMOOK COUNTY BOARD OF COMMISSIONERS

By: _____

Date: _____

Name: Mary Faith Bell

Title: Chair

² Note that contracts and subawards exceeding \$100,000 must require the contractor or subrecipient to make the certification specified in the federal awarding agency's regulations on "New Restrictions on Lobbying." This certification is taken from HRSA's implementing regulations, 45 C.F.R. Part 93.

Exhibit G
Invoice Template

*Tillamook County Community Health Centers
2204 4th Street,
Tillamook, OR 97141*

Invoice 2020-09-10021	8/27/2021
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BILL TO	SHIP TO	INSTRUCTIONS
Northwest Medical Foundation of Tillamook dba Adventist Health Tillamook 1000 3 rd Street, Tillamook OR 97141	Same as above	Email invoice to Mareliza de Jesus: dejesumr@ah.org

QUANTITY	DESCRIPTION	TOTAL
1	2020-2021 Subaward (75%)	\$24,750.00
	2020-2021 Subaward (25%)	\$8,250.00
	RCORP-Implementation SUBAWARD #2020-09-10021	

FINAL INVOICE

TOTAL DUE	\$33,000.00
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