

**Oregon Center for Children and Youth with Special Health Needs
Title V CYSHCN**

Attachment A – Scope of Work

Part I - Introduction

Mission:

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development and well-being of all of Oregon's children and youth with special health care needs.

Vision:

All of Oregon's children and youth with special health care needs are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous and culturally competent.

2015-2016 Oregon Title V CYSHCN - National and State Priority Measures:

- Medical Home
- Health Care Transition (Transition to Adult Health Care)
- Culturally and Linguistically Appropriate Services (CLAS)

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

Contract Goals:

- Increase effective and efficient use of the healthcare system, with focus on the National and State Priority Measures, through development and implementation of Shared Plans of Care (SPoC) for selected CYSHCN.
- Provide local and regional leadership in health care system development and quality improvement to achieve optimal health outcomes for CYSHCN through development and implementation of REgional Approach to Child Health (REACH) Teams.
- Increase families' knowledge, skills, and confidence in caring for children and youth with special health care needs (CYSHCN) through CaCoon home visiting, as well as through family involvement in SPoC and REACH.
- Increase capacity of the workforce to support OCCYSHN's mission and vision.

Part II - CaCoon – Scope of Work

Funding:

Up to 30 percent of county's contracted funds may be directed toward the CaCoon program.
Please see Attachment D for breakdown of activities and payments for your LHD.

This scope of work is designed for local health departments (LHD) with the capacity to implement CaCoon.

CaCoon is a statewide public health program that focuses on community based Care Coordination for CYSHCN through registered nurse home visiting for families with children (birth to 21st birthday) who have special health care needs.

CaCoon Program Eligibility

- Age Eligibility: The CaCoon program serves children birth through 21st birthday.
- Diagnostic/Condition eligibility is outlined in the “B” column of the A and B Code Eligibility List (see Attachment D). Public health nurses may use their professional judgement if a child has a chronic health condition or disability that is not specifically identified on the list by assigning risk code “B90-other chronic conditions.”

Financial Eligibility

- The CaCoon program is open to all children regardless of child or family insurance status or income.

Subawardee Responsibilities (CaCoon Standards):

1. The Subawardee establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.
2. When the Subawardee is unable to provide home visiting services for a child who has been referred, the Subawardee will, at a minimum:
 - Refer the child/family to primary care, specifically a patient centered primary care home when available, as well as appropriate educational services; and
 - Notify the referring entity that Subawardee is unable to provide services and provide rationale.
3. The Subawardee assures timely contact with CaCoon home visiting referrals. At a minimum, initial outreach is implemented within ten (10) business days of receiving referral. Initial outreach may be by telephone or other means.

4. All nurses serving CaCoon clients collaborate with the health care team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
 - Assessment of child/family's strengths, needs, and goals.
 - Assessment of child/family's health-related learning needs.
 - Assessment of child's functional status and limitations, including ability to attend school and school activities.
 - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics.¹
 - Assessment of access to health care team members as well as social supports.²
 - Assessment of access to supportive medical and/or adaptive equipment and supplies, *e.g.*, suction machine, wheelchair, medications, formula, feeding tube.
 - Assessment of family financial burden related to care of child with special health needs.
 - Assessment of housing and environmental safety.
 - Assessment of emergency preparedness.
 - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
 - Assessment of child/family satisfaction regarding services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
 - Is based in, and responsive to accurate and appropriate assessments (see number 4 above).
 - Includes goals, progress notes, and a plan for discharge from CaCoon services.
 - Demonstrates evidence of nursing support to increase patient/family engagement with primary care; specifically a patient centered primary care home when available.
 - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
 - Timely and appropriate referral to needed services.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with healthcare and related systems.

- Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
 - Demonstrates evidence of patient/family centeredness, including:
 - Strategies to increase the child/family’s capacity to obtain, process, and understand health information to make informed decisions about health care
 - Evidence of child/family partnership in developing the plan of care
 - Evidence of interventions that increase the patient/family’s capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
 - Cultural and linguistic responsiveness
 - Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
 - Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but no less frequently than every six months.
6. The Subawardee works with partners, at both the state and local level, to collect data to inform system-level quality improvement efforts and achieve optimal health outcomes for CYSHCN. Encounter data for every CaCoon visit is entered into the Oregon Health Authority’s information management system (either the ORCHIDS database or “Tracking Home visiting Effectiveness in Oregon” - THEO when it is brought online).
 7. Each CaCoon nurse³ and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum:
 - When beginning his/her CaCoon practice, each CaCoon nurse completes the “Introduction to CaCoon” posted on the OCCYSHN website.
 - The majority of nurses working with the CaCoon program in a given county participate in the annual CaCoon Regional Meetings.
 8. The Subawardee designates a CaCoon Lead who has the skills and authority to lead the CaCoon program, assure accountability to Subawardee responsibilities, and to be the key point of contact with OCCYSHN staff. This individual will submit the Annual CaCoon Accountability Report which is due to OCCYSHN by July 1, 2017.

¹American Academy of Pediatrics “Bright Futures” - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practice-support/Pages/PeriodicitySchedule.aspx>

² In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Community Connections Network (CCN)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare

- ✓ County Developmental Disabilities (DD) Programs (CDDP)
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Oregon Family to Family Health Information Center (OR F2F HIC)
- ✓ Community based family support organizations
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy
- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)
- ✓ Transportation supports

³ A CaCoon nurse is defined as a registered nurse who is employed by the Subawardee and who either spends the majority of his/her FTE in support of CaCoon clients OR who supports the majority of CaCoon clients in a given county.

Part III - Shared Plans of Care (SPoC) – Scope of Work

Funding:

At least 70 percent of county's contracted funds must be directed toward the development and implementation of Shared Plans of Care (SPoC). Please see Attachment D for breakdown of activities and payments for your LHD.

Subawardee Responsibilities:

1. Participate in SPoC Team orientation and other learning opportunities provided by OCCYSHN.
2. Identify a SPoC Lead who has the skills and authority to convene SPoC Team meetings, assure accountability to Subawardee responsibilities, and to be the key point of contact with OCCYSHN staff.
3. Convene SPoC Team meetings on a regular basis ensuring continuity of process and following up on implementation of shared plans of care developed by the team.
 - The SPoC Team will use the OCCYSHN-provided SPoC Template and SPoC Development Guide.
 - The SPoC Team will jointly develop SPoCs via face to face meetings. Virtual attendance at meetings is allowable as long as the goal of real time plan development is realized.
 - The SPoC Team will re-evaluate SPoCs as required with changing circumstances, but no less frequently than every six months.
 - Minimum required partners in the SPoC process include: family member or youth, representative from child's primary care provider (PCPCH), health-focused education professional, mental/behavioral health (if applicable), public health professional, and payer.
 - The SPoC Team will ensure all appropriate releases of information are signed.
 - A percentage of SPoC must address transition to adult health care for a child over 12 years old. Please see Attachment D for breakdown of activities and payments.
 - A percentage of SPoC must address the needs of a child with a complex condition. Please see Attachment D for breakdown of activities and payments. Definition of complex conditions is defined in the Implementation Guide.
 - Each SPoC developed will serve a unique child or youth and their family.
 - Communicate with SPoC Team as needed to ensure effective team meetings and coordination of care.

4. Ensure that the Shared Plan of Care:
 - Is based in, and responsive to, accurate and appropriate assessments.
 - Demonstrates evidence of support to increase patient/family engagement with primary care; specifically a patient centered primary care home when available.
 - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
 - Timely and appropriate referral to needed services.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
 - Demonstrates evidence of patient/family centeredness, including:
 - Strategies to increase the child/family's capacity to obtain, process, and understand health information to make informed decisions about health care.
 - Evidence of child/family partnership in developing the plan of care.
 - Evidence of interventions that increase the patient/family's capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
 - Cultural and linguistic responsiveness.
 - Anticipates and supports youth transition to adult health care.
 - Is re-evaluated as required with changing circumstances, but no less frequently than every six months.
5. Participate in evaluation activities required by OCCYSHN including electronic submission of descriptive information for each SPoC via required template and completion of a mid-year process report via Survey Monkey.

Attachment B

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

Babies First and CaCoon Risk Factors (A Codes and B Codes)

Babies First! (Birth through 4 years of age)	CaCoon (Birth through 20 years of age)
Medical Risk Factors	Diagnoses
A1. Drug exposed infant (See A29)	B1. Heart disease
A2. Infant HIV positive	B2. Chronic orthopedic disorders
A3. Maternal PKU or HIV positive	B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)	B4. Cleft lip and palate & other congenital defects of the head and face
A5. Seizures (excludes VHR Factor B18) or maternal history of seizures	B5. Genetic disorders (i.e., cystic fibrosis)
A6. Perinatal asphyxia	B6. Multiple minor physical anomalies
A7. Small for gestational age	B7. Metabolic disorders
A8. Very low birth weight (1500 grams or less)	B8. Spina bifida
A9. Mechanical ventilation for 72 hours or more prior to discharge	B9. Hydrocephalus or persistent ventriculomegaly
A10. Neonatal hyperbilirubinemia	B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis
A11. Congenital infection (TORCH)	B12. Organic speech disorders (dysarthria/dyspraxia)
A12. Central nervous system infection (e.g., meningitis)	B13. Hearing loss
A13. Head trauma or near drowning: monitoring change	B23. Traumatic brain injury
A14. Failure to grow	B24. Fetal Alcohol Spectrum Disorder
A16. Suspect vision impairment: monitoring change	B25. Autism, Autism Spectrum Disorder
A18. Family history of childhood onset hearing loss	B26. Behavioral or mental health disorder with developmental delay
A24. Prematurity	B28. Chromosome disorders (e.g., Down syndrome)
A25. Lead exposure	B29. Positive newborn blood screen
A26. Suspect hearing impairment: newborn hearing screen REFER	B30. HIV, seropositive conversion
A29. Alcohol exposed infant	B31. Visual impairment
Social Risk Factors	Very High Risk Medical Factors
A19. Maternal age 16 years or less	B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
A21. Parental alcohol or substance abuse	B17. Perinatal asphyxia <u>accompanied by</u> seizures
A22. At-risk caregiver	B18. Seizure disorder
A23. Concern of parent/provider	B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)
A28. Parent with history of mental illness	B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)
A30. Parent with developmental disability	B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge
A31. Parent with Child Welfare history	
A32. Parent with domestic violence history	Developmental Risk Factors
A33. Parent with limited financial resources	B22. Developmental delay
A34. Parent with sensory impairment or physical disability	
A35. Parent with inadequate knowledge and supports	Other
A36. Other evidence-based social risk factor	B90. Other chronic conditions not listed
Other	
X99. Child is not being enrolled in High Risk Infant Tracking protocol	
X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol	

Babies First Risk Factor Definitions

Babies First! Medical Risk Factors		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 th percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/ <i>Toxoplasma gondii</i> , other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

Babies First! Medical Risk Factors		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

Babies First! Social Risk Factors		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

Babies First! Social Risk Factors		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

Babies First! Other Risk Factors		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucousal cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

CaCoon Diagnoses		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

CaCoon		
Very High Risk Medical Factors		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by seizures</u>	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, trachent malacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

CaCoon		
Developmental Risk Factors		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

CaCoon Other		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.

**Yamhill County Public Health Division
CY17 Activity Breakdown and Payment Schedule**

Yamhill County Public Health Division shall complete the following SPoCs:

	CaCoon Activities 30%	SPoC Activities 70%	Total Contract 100%
	\$7,200	\$16,800	\$24,000

Transition Age	2
Complex	1
Other	3
Total SPoC	6

Each SPoC developed will serve a unique child or youth and their family.
Updates to SPoC are not included in the total number of SPoC

This subcontract will be paid in two installments on the following schedule:

	Direct Costs	Indirect Costs	Total Costs
The initial 60% of the awarded amount payable upon execution of this agreement on or after October 1, 2016.	\$12,960	\$1,440	\$14,400
The final 40% of the awarded amount upon receipt of Evaluation in July 2017	\$8,640	\$960	\$9,600
Total Funding	\$21,600	\$2,400	\$24,000

Subaward 1010488_YAMHILL_LHD

ATTACHMENT 6

OHA Subaward No. 143021 Applicable Terms and Conditions

REQUIRED FEDERAL TERMS AND CONDITIONS

1. General Applicability and Compliance.

Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Subrecipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Subaward Agreement, to Subrecipient, or to the Prime Award activities, or to any combination of the foregoing. For purposes of this Subaward Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

2. Miscellaneous Federal Provisions.

Subrecipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Subaward Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

3. Equal Employment Opportunity.

Subrecipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

4. Clean Air, Clean Water, EPA Regulations.

Subrecipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

5. Energy Efficiency.

Subrecipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Truth in Lobbying.

By signing this Subaward Agreement, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Subaward Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Subaward Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subrecipient under this Subaward Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Resource Conservation and Recovery.

Subrecipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Audits.

Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Subaward Agreement and applicable state or federal law.

If Subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to PTE within 30 days of completion. If Subrecipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subrecipient is exempt from Federal audit requirements for that year. Records must be available as provided in OHA Required Terms and Conditions, "Records Maintenance Access".

9. Debarment and Suspension.

Subrecipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Drug-Free Workplace.

Subrecipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Subrecipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subrecipient's workplace or while providing services to OHA Clients. Subrecipient's notice shall specify the actions that will be taken by Subrecipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subrecipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Subaward Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Subaward Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify PTE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Subrecipient, or any of Subrecipient's employees, officers, agents or subcontractors may provide any service required under this Subaward Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subrecipient or Subrecipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subrecipient or Subrecipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Subaward Agreement.

11. Pro-Children Act.

Subrecipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

12. Medicaid Services.

Subrecipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as

- the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Subrecipient shall acknowledge Subrecipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Subaward Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

13. Agency-based Voter Registration.

If applicable, Subrecipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Subrecipient shall make the disclosures required by this Section to PTE. PTE reserves the right to take such action required by law, or where PTE has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Subaward Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subrecipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

OHA REQUIRED TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Subaward Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Subaward Agreement.
2. **Compliance with Law.**

- a. Subrecipient shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Subaward Agreement or to the delivery of services. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Subrecipient client abuse; (3) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
 - b. Subrecipient shall comply with the federal laws as set forth or incorporated, or both, in this Subaward Agreement and all other federal laws applicable to Subrecipient's performance under this Subaward Agreement as they may be adopted, amended or repealed from time to time.
3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. Representations and Warranties.
 - a. Subrecipient's Representations and Warranties. Subrecipient represents and warrants to PTE that:
 - i. Subrecipient has the power and authority to enter into and perform this Subaward Agreement;
 - ii. This Subaward Agreement, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
 - iii. Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Statement of Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
 - iv. Subrecipient shall, at all times during the term of this Subaward Agreement, be qualified, professionally competent, and duly licensed to perform the Statement of Work; and
 - v. Subrecipient prepared its proposal related to this Subaward Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. Ownership of Work Product (Subaward 143021, Attachment B, Article 7). Subject to 37 CFR 401.14,
- a. Definitions. As used in this Section 5 the following terms have the meanings set forth below:
 - i. "Recipient Intellectual Property" means any intellectual property owned by Subrecipient and developed independently from the Statement of Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than PTE or Subrecipient.
 - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Subrecipient is required to deliver to PTE pursuant to the Statement of Work.
 - b. Original Works. All Work Product created by Subrecipient pursuant to the Statement of Work, including derivative works and compilations, mid whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Oregon Health Authority ("OHA"). PTE and Subrecipient agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Statement of Work is not "work made for hire," Subrecipient hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Subrecipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Subrecipient forever waives any and all rights relating to original Work Product created pursuant to the Statement of Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Subrecipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
 - d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Subrecipient shall secure on OHA's behalf and in the name of OHA an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the

preexisting elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

6. Insurance (Subaward 143021, Attachment B, Article 14). If Subrecipient is not a unit of the local government as defined in ORS 190.003, Subrecipient shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performing work under this Subaward Agreement, and ii) maintain the insurance in full force throughout the duration of this Subaward Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Subrecipient is not authorized to begin work under this Subaward Agreement until the insurance is in full force. Subrecipient shall provide proof of such insurance as required under this Article 6 annually upon request by PTE. In no event shall Subrecipient continue to perform under this Subaward Agreement if Subrecipient is not in compliance with the insurance requirements.

Subrecipient:

- Has attached a copy of certificates of policies required under this section 6 as Attachment 7; or
- Certifies that Subrecipient is exempt from such requirements due to being a unit of the local government as defined in ORS 190.003.

REQUIRED INSURANCE:

1. Workers Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subaward Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and PTE's acceptance of all services required under the Subaward Agreement or, (ii) the expiration of all warranty periods provided under the Subaward Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient may request and OHA may grant approval, upon approval by OHA, of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
3. Notice of Cancellation or Change. The Subrecipient or its insurer must provide 30 days' written notice to PTE before cancellation of, material change to, potential

exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. Certificate(s) of Insurance. Subrecipient shall provide a certificate(s) of insurance for all required insurance before the contractor performs under the Subaward Agreement. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

7. Records Maintenance; Access (Subaward 143021, Attachment B, Article 15). Subrecipient shall maintain all financial records relating to this Subaward Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Subaward Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient whether in paper, electronic or other form, that are pertinent to this Subaward Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that OHA and the Oregon 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. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Subaward Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Subaward Agreement, whichever date is later. Subrecipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

8. Information Privacy/Security/Access (Subaward 143021, Attachment B, Article 16). If the Statement of Work performed under this Subaward Agreement requires Subrecipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subrecipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) to which such access has been granted to comply with. OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

9. Assignment of Agreement, Successors in Interest (Subaward 143021, Attachment B, Article 18).
 - a. Subrecipient shall not assign nor transfer its interest in this Subaward Agreement without prior written approval of PTE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PTE may

deem necessary. No approval by PTE of any assignment or transfer of interest shall be deemed to create any obligation of PTE in addition to those set forth in the Subaward Agreement.

- b. The provisions of this Subaward Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. Subcontracts (Subaward 143021, Attachment B, Article 19). Subrecipient shall not enter into any subcontracts for any of the Statement of Work required by this Subaward Agreement without PTE's prior written consent. In addition to any other provisions PTE may require, Subrecipient shall include in any permitted subcontract under this Subaward Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Subrecipient with respect to all articles in this OHA Subaward No. 143021 Applicable Terms and Conditions attachment. PTE's consent to any subcontract shall not relieve Subrecipient of any of its duties or obligations under this Subaward Agreement.
 11. No Third Party Beneficiaries (Subaward 143021, Attachment B, Article 20). PTE and Subrecipient are the only parties to this Subaward Agreement and are the only parties entitled to enforce its terms. The parties agree that Subrecipient's performance under this Subaward Agreement is solely for the benefit of PTE to assist and enable PTE to accomplish its statutory mission. Nothing in this Subaward 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 the terms of this Subaward Agreement.
 12. Severability (Subaward 143021, Attachment B, Article 22). The parties agree that if any term or provision of this Subaward Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Subaward Agreement did not contain the particular term or provision held to be invalid.
 13. Survival (Subaward 143021, Attachment B, Article 23). Sections I, 4, 5, 6, 7, 8, 11, 13 of the OHA Required Terms and Conditions in the OHA Subaward No. 143021 Applicable Terms and Conditions shall survive Subaward Agreement expiration or termination as well as those the provisions of this Subaward Agreement that by their context are meant to survive. Subaward Agreement expiration or termination shall not extinguish or prejudice PTE's right to enforce this Subaward Agreement with respect to any default by Subrecipient that has not been cured.
 14. Indemnification by Subcontractors (Subaward 143021, Attachment B, Article 31). Subrecipient shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or

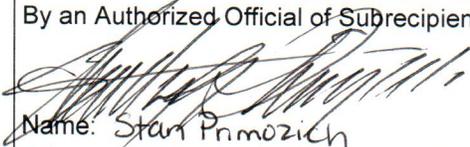
hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees of subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

FDP Fixed Price Research Subaward Agreement

Pass-through Entity (PTE): Oregon Health & Science University		Subrecipient: Yamhill County	
PTE Principal Investigator: Brian Rogers		Subrecipient Principal Investigator: Amber G. Miller	
Federal Awarding Agency: HRSA (via the Oregon Health Authority)		PTE Federal Award No: B04MC29358(Via Subaward 143021)	
Project Title: Maternal and Child Health Services Block Grant			
Subaward Period of Performance: Start: Oct 1, 2016 End: Sep 30, 2017		Amount Funded This Action: \$ 24,000.00	Subaward No. 1010448_YAMHILL_LHD
Estimated Project Period (if incrementally funded): Start: End:		Incrementally Estimated Total: \$	Is this Award R & D Yes or <input type="checkbox"/> No
Check all that apply: <input checked="" type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

Terms and Conditions

1. PTE hereby awards a fixed price subaward, as described above, to Subrecipient. The statement of work for this subaward is (checkone): as specified in Subrecipient's proposal dated _____, or as shown in Attachment 5.
2. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include deliverable completed and milestone payment amount, subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning receipt or payments should be directed to the appropriate party's Financial _____ Contact shown in Attachments 3A and 3B.
3. A final invoice, marked "FINAL" must be submitted to PTE's Financial _____ Contact, as shown in Attachment 3A. NOT LATER THAN 60 days after subaward end date. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
4. PTE reserves the right to reject an invoice.
5. Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as stated in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative _____ Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget (check one):
 Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative _____ Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. No-cost extensions require the approval of the PTE. Any requests for a no-cost extension shall be addressed to and received by the Principal Investigator _____ Contact, as shown in Attachments 3A and 3B, not less than 30 days prior to the desired effective date of the requested change.
11. By signing this Research Subaward Agreement Subrecipient certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including the research terms and conditions found at: RESERVED and the Subrecipient's policies.

By an Authorized Official of Pass-through Entity: Name: Elizabeth Williams Date _____ Title: Operations Supervisor	By an Authorized Official of Subrecipient:  Name: Stan Primozich Date 3/30/17 Title: Chair, Board of Commissioners
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Accepted by Yamhill County
 Board of Commissioners on
3-30-17 by Board Order
 # 17-103

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying (2 CFR 200.450)

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Use of Name

Neither party shall use the other party's name, trademarks or other logos in any publicity, advertising, news release, publication or public presentation, without the prior written approval of an authorized representative of that party. The parties agree that each party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Research Subaward Agreement
Federal Award Terms and Conditions

Subaward Number
1010448_YAMHILL_LHD
Sponsor Agency
HRSA

Sponsor Agency

NIH NSF USDA EPA NASA AFOSR ARO ONR AMRMC AMRAA Other Agency **Clear Sponsor Selection**

Required Data Elements

The data elements required by Uniform Guidance are incorporated as follows:
(Select One)

- Copy of Award Notice
 As Entered

Federal Award Issue Date	FAIN	CFDA No.
04/20/16	B04MC29358	93.994
CFDA Title		
Maternal and Child Health Services Block Grant to the States		

Agency-Specific Certifications/Assurances

By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances required by Uniform Guidance: 2 CFR 200 et seq.

General Terms and Conditions

1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website:

<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

2. 2 CFR 200 and 45 CFR Part 75.

3. The Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

4. Interim Research Terms and Conditions found at: [N/A](#)

and Agency Specific Requirements found at: <https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96> except for the following:

- a. If applicable, the right to initiate an automatic one-time extension of the end date is replaced by the need to obtain prior written approval from the Pass-through Entity;
- b. Any payment mechanisms and financial reporting requirements described in the applicable Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
- c. Any prior approvals are to be sought from the Pass-through Entity and not the Federal Awarding Agency.

5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in 2 CFR 200.313 of the Uniform Guidance.

6. Treatment of Program Income:

Additive Other, Pass-through Entity specify: **Not Applicable to Title V Block Grants**

[NIH Only] Multiple PIs (MPIs) If the Federal Award includes MPIs

- This is not an MPI award

Special Terms and Conditions:

Copyrights (Select One)

- Subrecipient Grants
 Subrecipient Shall Grant

to Pass-through Entity an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

Data Rights

Subrecipient grants to Pass-through Entity the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

Automatic Carryforward (Select One)

- Yes No (Select carryforward contact below)

Work Involving Human or Animal Subjects (Select Applicable Options)

No Human or Animal Subjects

This section left intentionally blank

Human Subjects Data
(Select One)

- Not Applicable
 Applicable

Promoting Objectivity in Research Applicable to Subrecipients (Financial Conflicts of Interest): Subrecipient must designate herein which entity's financial conflicts of interest policy will apply (Select One):

- PTE Subrecipient

If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

HRSA

Other Sponsor Agency: Not applicable to non-research programs.

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

Data Sharing and Public Access Policy:

(Check if Applicable)

- Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and incorporated herein as Attachment [redacted].

Pilot Program for Enhancement of Contractor Employee Protections (48 CFR 3.9080):

Subrecipient is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Additional Terms (as required by the Federal Award or to cover Human Subjects Data):

1. Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements.
 2. Subrecipient agrees to comply with the OHA Subaward No. 143021 Applicable Terms and Conditions (11 pages) incorporated herein as Attachment 6.

Attachment 3A
Research Subaward Agreement
Pass-Through Entity (PTE) Contacts

Subaward Number:
1010448_YAMHILL_LHD

Pass-Through Entity (PTE)

PTE Name: Oregon Health & Science University

Address: 3181 SW Sam Jackson Park Road

City: Portland State: OR Zip Code+4: 97239-3098 Zip Code [Look-up](#)

PTE Administrative Contact

Name: Jen Michaud, Subout Grants & Contracts Administrator

Address: Office of Proposal & Award Management
3181 SW Sam Jackson Park Road, Mail Code: L106OPAM

City: Portland State: OR Zip Code: 97239-3098

Telephone: 503.494.2379 Email: michauj@ohsu.edu

COI Contact email (if different to above): coir@ohsu.edu

PTE Principal Investigator

Name: Brian T. Rogers

Address: 3181 SW Sam Jackson Park Road

City: Portland State: OR Zip Code: 97239-3098

Telephone: 503.494.2700 Email: rogersbr@ohsu.edu

PTE Financial Contact

Name: Office of Proposal & Award Management

Address: 0690 SW Bancroft Street, Mail Code: L106OPAM

City: Portland State: OR Zip Code: 97239

Telephone: 503.494.7784 Email: spasub@ohsu.edu

Email invoices? Yes No Invoice email (if different):

Invoice Address (if different):

PTE Authorized Official

Name: Elizabeth Williams, Operations Supervisor

Address: Office of Proposal & Award Management
3181 SW Sam Jackson Park Road, Mail Code: L106OPAM

City: Portland State: OR Zip Code: 97239-3098

Telephone: 503.494.7784 Email:

Central email: spasub@ohsu.edu

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
1010448_YAMHILL_LHD

Subrecipient Place of Performance for FFATA reporting

Name: Yamhill County

Address: 412 NE Ford Street

City: McMinnville State: OR Zip Code+4: 97128-4608 Zip Code [Look-up](#)

EIN No.: 936002318 DUNS: 805669632 Parent DUNS: N/A

Institution Type: County Government Congressional District: OR-001

Is Subrecipient currently registered in [SAM.gov](#)? Yes No

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 3B, page 2

Subrecipient Administrative Contact

Name: Terry Malay

Address: 638 NE Davis Street

City: McMinnville State: OR Zip Code: 97128

Telephone: 503.474.6821 Email: malayt@co.yamhill.or.us

Subrecipient Principal Investigator

Name: Amber G. Miller, RN

Address: 412 NE Ford Street

City: McMinnville State: OR Zip Code: 97128-4608

Telephone: 503.434.7541 Email: gamela@co.yamhill.or.us

Subrecipient Financial Contact

Name: Christina Malae

Address: 638 NE Davis Street

City: McMinnville State: OR Zip Code: 97128

Telephone: 503.434.7371 Email: malaec@co.yamhill.or.us

Central email: Is this the remittance address? Yes No

Remittance Address (if different):

Subrecipient Authorized Official

Name: Silas Halloran-Steiner

Address: 638 NE Davis Street

City: McMinnville State: OR Zip Code: 97128

Telephone: 503.434.7523 Email: halloras@co.yamhill.or.us

Central email:

Attachment 4
Research Subaward Agreement
Reporting Requirements

Subaward Number:

1010448_YAMHILL_LHD

Subrecipient agrees to the following:

- A Final technical/progress report will be submitted to the PTE's Principal Investigator identified in Attachment 3 within 45 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator identified in Attachment 3, within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the PTE's Administrative Contact identified in Attachment 3.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order that PTE may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the PTE's Principal Investigator identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator identified in Attachment 3A within 30 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 45 days after the end of the project period to the PTE's Financial Contact identified in Attachment 3A (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award:

Other Special Reporting Requirements:

Payment: Invoices must be in sufficient detail to indicate clearly the nature of all expenses in the format of the approved budget in Attachment 5. Pass-through Entity requires a final invoice for each budget period which must be received no later than 60 days after the end of each subaward budget period and be clearly marked "FINAL."

Attachment 5
Fixed Price Research Subaward Agreement
Statement of Work, Indirects & Payment Schedule

Subaward Number:

1010448_YAM

Statement of Work

Below or Attached 17 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Indirect Information

Indirect Cost Rate (IDC) Applied 10 % on TDC MTDC OTHER de minimus rate of 10%

Payment Schedule

All amounts are in United States Dollars

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$14,400.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2017, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$9,600.

The final invoice must be recieved no later than 45 days after the end of the budget period and must be clearly marked "FINAL."