



**Grant Agreement Number 165766**

**STATE OF OREGON  
INTERGOVERNMENTAL  
PASS THROUGH GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Yamhill County  
Acting by and through its Public Health Division  
535 NE Fifth Street  
McMinnville, OR 97128  
Attention: Lindsey Manfrin  
Telephone: 503-434-7525 ext. 4719  
E-mail address: [manfrinl@co.yamhill.or.us](mailto:manfrinl@co.yamhill.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division (PHD)  
Health Security, Preparedness, and Response Program  
Healthcare Preparedness Program (HPP)  
800 NE Oregon Street, Suite 465B  
Portland, OR 97232  
Grant Administrator: DeWayne Hatcher or delegate  
Phone: 971.673.1038  
Fax: 971.673.1309  
E-mail: [dewayne.r.hatcher@dhsaha.state.or.us](mailto:dewayne.r.hatcher@dhsaha.state.or.us)**

B.D. 20-305

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients' performance of the program described in Exhibit A, Part 1, "Program Description" may start **July 1, 2020**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Payment and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Budget
- (4) Exhibit B: Federal Grant Requirements
- (5) Exhibit C Standard Terms and Conditions
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Insurance Requirements
- (8) Exhibit F: Information Required by 2 CFR 200.331(a)(1)

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, D, A, C, E and F.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$30,627.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

**4. Contractor or Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Recipient is a Recipient     Recipient is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement:93.889

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

**Yamhill County**

**Street address:** 535 NE 5th Street

**City, state, zip code:** McMinnville, OR 97128

**Email address:** morenom@co.yamhill.or.us

**Telephone:** (503) 434-7501 **Facsimile:** (503) 434-7553

**Proof of Insurance:** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

**Workers' Compensation Insurance Company:** SAIF

**Policy #:** 871736 **Expiration Date:** 07/01/2021

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

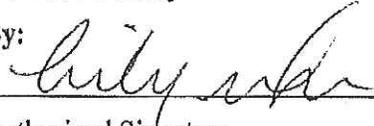
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Yamhill County

By:



Lindsey Manfrin

Authorized Signature

Printed Name

HHS Director/Public Health Administrator

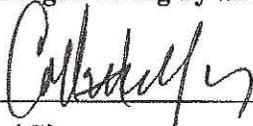
8/20/20

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:



Collette Young

Authorized Signature

Printed Name

Center Administrator

8/25/2020

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Department of Justice

Date

Program Approval: (If applicable)



Jutta Mangas

Authorized Signature

Printed Name

Program Support Manager

8/24/2020

Title

Date

Accepted by Yamhill County  
Board of Commissioners on  
9/3/2020 by Board Order  
# 20-305

# EXHIBIT A

## Part 1

### Program Description

**Background.** This Grant is a federal pass-through grant, which is an agreement in which OHA is the recipient of grant funds from the federal government and the provisions of the federal grant to OHA either require or allow OHA to pass the funding through to providers of activities to be supported by the grant funds. This Agreement details what are and what are not allowable uses of the grant funds.

**Program Description.** The mission of Oregon's Health Security, Preparedness and Response (HSPR) Program is to develop public health systems to prepare for and respond to major, acute threats and emergencies that impact the health of people in Oregon. The HSPR Program collaborates with Oregon Emergency Management (OEM) and local, regional, and national Emergency Management partners. The HSPR Program is funded by the U.S. Department of Health and Human Services through the U.S. Centers for Disease Control and Prevention (CDC) Cooperative Agreement and the Hospital Preparedness Program (HPP). The HPP is a cooperative agreement program administered by the Office of the U.S. Assistant Secretary for Preparedness and Response (ASPR) that establishes a foundation for national health care preparedness. As the only source of federal funding for health care system preparedness and response, HPP promotes a consistent national focus to improve patient outcomes during emergencies and disasters and enables rapid recovery.

The State's HPP Program activities and objectives include the following:

1. Utilize the Hospital Incident Command System (HICS) or National Incident Management System (NIMS) as the incident command system in implementing the Emergency Management Program, if applicable. If an equivalent command system is not already being utilized, HICS should be implemented within 1 year from the execution of this Agreement.
2. Participate in local (city, county, and regional) emergency planning, training, and exercises that involve hospital and healthcare coalition and public health related scenarios. Recipient must submit After Action Reports/Improvement Plans (AARs/IPs) upon request by OHA for the responses and exercises used to demonstrate compliance with Healthcare Preparedness Program (HPP) requirements. The AARs/IPs shall include observations, strengths, challenges, and corrective action plans for responses or exercises and should relate to the healthcare preparedness capabilities, as applicable. All AARs/IPs shall be submitted in time for inclusion in the BP 03-2021 (07/01/2021-06/30/2021) annual progress report.
3. Continue to participate as a member of the RHPC within the organizational Healthcare Preparedness Region. If not a Regional Health Preparedness Coalition (RHPC) member, then Recipient must become informed enough to effectively contribute to the discussions and deliberations on relevant regional issues.
4. Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
5. If pharmaceuticals or other medical material is purchased, provide a written plan that addresses, as appropriate, the storage, rotation with day-to-day supplies to diminish waste due to expiring supplies, policies relating to activation and deployment of their stockpile, and disposal.
6. For this Agreement, **Exhibit A, Part 1, Attachment 1** "Oregon HPP Recipient Scope of Work" describes what Recipient plans to accomplish during the Grant period.

**EXHIBIT A**

**Part 1  
Attachment 1**

**Oregon HPP Recipient Scope of Work Template**



**Oregon HPP Sub-Recipient Scope of Work**

*This scope of work template is a way to help capture what our sub-recipients plan to accomplish in BPO2 2020-2021.*

<p><b>Contracts Summary</b>  <i>The intent of this section is to provide some basic information about the contract. Applicants must briefly outline the scope of work, planned activities and intended outcomes of work performed via sub-recipient contracts, per capability.</i>  <b>Contract or HCC name allows for the recipient to provide a unique short name for the contract that also identifies the HCC being funded. This contract name will be utilized as an association in the budget.</b></p>	
<p><b>1. Contract or HCC Name</b></p>	<p>Yamhill County Public Health</p>
<p><i>Sub-recipient type allows recipients to indicate whether the contract is supporting local health departments, tribal health entities, healthcare coalitions, hospitals, or other types of sub-recipients.</i></p>	
<p><b>2. Sub-recipient Type (Check only one)</b></p>	<p><b>For HPP Contracts:</b></p> <p><input type="checkbox"/> Healthcare coalition (HCC)</p> <p><input type="checkbox"/> Hospital</p> <p><input type="checkbox"/> Other healthcare organization</p> <p><input type="checkbox"/> State or local hospital association</p> <p><input type="checkbox"/> Sub-state region</p> <p><input type="checkbox"/> Electronic System/Database</p> <p><input checked="" type="checkbox"/> Other – If Other, please describe: Local County Public Health as part of the HCC</p>
<p>All HCCs must fund at least 1.0 FTE (combined and may include in-kind support of dedicated time) to support the following two staffing requirements: Please see pg. 48-49 of the FOA for the HCC staffing support requirements.</p>	
<p><b>3. HCC</b></p>	<p><b>Clinical Advisor:</b></p> <p><input type="checkbox"/> Yes (if so, specify name, % FTE and agency affiliation below)</p> <p><input checked="" type="checkbox"/> No</p> <p><b>HCC Readiness and Response Coordinator (RRC):</b></p> <p><input type="checkbox"/> Yes (if so, specify name and agency affiliation below)</p> <p><input checked="" type="checkbox"/> No</p> <p>Percentage of FTE supporting the HCC _____</p> <p>Percentage of FTE supporting the HCC _____</p>

	Is this position's HCC time paid by HPP funds, in-kind or other?	Is this position's time paid by HPP funds, in-kind or other?
	Name of Advisor's agency and position (unrelated to coalition)	Name of RRC's agency and position (unrelated to coalition)

HPP HCC Activities and Budget Associations

4. HPP Capability	Associated Objective (or Benchmark) Name (Select all that apply)	Narrative: (Provide an overview of what sub-recipient will do to support the selected Objective or Benchmark.) Include planned activities and intended outcomes of work to be performed via sub-recipient contracts; and any payment schedule information.
Foundation for Health Care and Medical Readiness	<input type="checkbox"/> 1. Establish and Operationalize a Health Care Coalition (HCC)	
	<input type="checkbox"/> 2. Identify Risks and Needs	
	<input type="checkbox"/> 3. Develop a Health Care Coalition Preparedness Plan (annual update)	
	<input type="checkbox"/> 4. Train and Prepare the Health Care and Medical Workforce	
	<input type="checkbox"/> 5. Ensure Preparedness is Sustainable	
<input type="checkbox"/>	<i>BM 7: Within 30 days following receipt of the sub award, all funded HCCs must submit an annual work plan (uploaded into the CAT), developed in collaboration with their stakeholders and based on their current HVA and resource analysis, to include medical equipment and supplies, real-time information sharing, communication</i>	

	<p>systems, training, exercises, lessons learned, and healthcare personnel necessary to respond to an emergency. In FY2020-2023, all funded HCCs must submit their draft annual work plan and budget to the recipient by January 31 for inclusion in the recipient's application.</p>	
<input type="checkbox"/>	<p><b>BM 8:</b> Within the first 60 days of each budget period, all recipients and HCCs must provide ASPR an updated pre-event specific EEI template (uploaded into the CAT).  A list of all required post-event and special-event elements will be provided for incorporation into state, local, and HCC reporting templates.  In FY2020-2023, all funded HCCs must submit their draft work plan and budget to the recipient by January 31th for inclusion in the recipient's application.</p>	
<input type="checkbox"/>	<p>1. Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans</p>	
<input type="checkbox"/>	<p>2. Utilize Information Sharing Processes and Platforms</p>	
<input type="checkbox"/>	<p>3. Coordinate Response Strategy, Resources, and Communications</p>	
<input type="checkbox"/>	<p><b>BM 9:</b> HCCs must complete the Coalition Surge Test (CST) annually. Hospitals located in approved jurisdictions (AS, CNMI, FSM, PW, RMI, Guam and USVI) or officially classified as an Isolated Frontier Hospital, must develop a surge scenario and exercise it annually utilizing the</p>	

		Hospital Surge Tool (HST). Data must be uploaded into the CAT.	
Continuity of Healthcare Service Delivery	<input type="checkbox"/>	1. Identify Essential Functions for Health Care Delivery	
	<input type="checkbox"/>	2. Plan for Continuity of Operations	
	<input type="checkbox"/>	3. Maintain Access to Non-Personnel Resources During an Emergency	
	<input type="checkbox"/>	4. Develop Strategies to Protect Health Care Information Systems and Networks	
	<input type="checkbox"/>	5. Protect Responders' Safety and Health	
	<input type="checkbox"/>	6. Plan for HealthCare Evacuation and Relocation	
	<input type="checkbox"/>	7. Coordinate Health Care Delivery System Recovery	
Medical Surge	<input type="checkbox"/>	1. Plan for a Medical Surge	
	<input checked="" type="checkbox"/>	2. Respond to a Medical Surge	Mobile fatality management trailer and supplies to support Region 2.
	<input type="checkbox"/>	BM 4 - HCCs must have a draft response plan annex addressing pediatric surge completed & uploaded into the CAT by April 1, 2020, and final plans submitted with the Fiscal Year 2019 Annual Progress Report. BM 10 - 100% of recipients must submit required program data such as the capability self-assessment and program measures that provide information on the status of state and local pandemic response readiness, barriers and challenges to preparedness and operational readiness, and efforts to address the needs of at-risk individuals.	
	<input type="checkbox"/>	Hospitals located in approved jurisdictions (AS, CNMI, FSM, PW, RMI, and USVT) or officially classified as an	

Oregon HPP Sub-Recipient Scope of Work

<p>HCC Administration Support</p>	<input type="checkbox"/>	<p>Isolated Frontier Hospital, must develop a surge scenario and exercise it annually utilizing the Hospital Surge Tool (HST). Data must be uploaded into the CAT.</p> <p>FY2019; 2021; 2023 - Each HCC will complete the HCC Surge Estimator Tool to support coalitions in determining their surge capacity and upload it in the CAT using a CSV file.</p>	
<p>Direct support of the HCC Clinical Advisor and/or HCC Readiness and Response Coordinator, etc.</p>	<input type="checkbox"/>		

## EXHIBIT A

### Part 2

#### Payment and Financial Reporting

##### 1. Disbursement of Grant Funds.

- a. **Disbursement Generally.** Subject to Section 1.b, OHA will disburse grant funds to Recipient upon OHA's approval of a completed Reimbursement Request. The Reimbursement Request must include details of all planning, training, and exercises along with copies of original receipts for travel, supplies, and equipment. The Reimbursement Request must be received by OHA within ninety (90) days following the actual expenditures, unless extended in writing by OHA. Recipient agrees to incur all expenses in the most cost-effective manner resulting in the best value for the State. All costs are included in, and not in addition to, the total Grant amount described in this Agreement.
- b. **Travel and Related Costs.** OHA will reimburse Recipient for approved travel and related costs as contemplated by the Recipient's budget as reflected in the attached Exhibit A, Part 3, Budget, such as mileage, lodging, and per diem meals, all of which as approved by OHA in its sole discretion. Costs will be reimbursed at state rates in effect at the time the expenses are incurred and only when meeting the requirements of 45 CFR Part 75, as applicable.
- c. **Conditions Precedent to Disbursement.** OHA's obligation to disburse any Grant funds to Recipient under this Agreement is subject to satisfaction of each of the following conditions precedent:
  - (1) OHA has received enough funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon;
  - (2) No default as described in Exhibit B, Section 8, "Default; Remedies; Termination," has occurred; and
  - (3) OHA has received from Recipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.

##### 2. Expenditure of Grant Funds.

- a. Recipient can expend the Grant funds solely to cover costs necessarily incurred by Recipient in performing the Grant activities of this Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law.
- b. Recipient can expend Grant funds only for allowable costs. "Allowable Costs" are expenditures made in accordance with the line-item budget approved by OHA and the RHPC and shown in the attached Exhibit A, Part 3, Budget, except that budget adjustments may be made as follows:
  - (1) For budget adjustments between Expenditure Categories that are within the same Capability AND Objective;
    - i. A Change Form is required for OHA grant documentation purposes.
    - ii. Adjustments must be approved by OHA.
    - iii. Expenditure Category adjustments will not be included in the 30% cumulative change total.

- (2) For budget adjustments between Capability and Objective;
  - i. A Change Form is required for OHA grant documentation purposes.
  - ii. Adjustments must be approved by OHA. If a grant award change request changes the focused capability, then the RHPC must approve prior to submitting to OHA.
  - iii. Up to 30% of the cumulative Grant award amount is allowable.
- c. Budget adjustments exceeding 30% of the cumulative grant award amount are not authorized unless an amendment to this Agreement is executed by all applicable parties.
- d. Recipient agrees to make every effort to obligate or expend funds on or before April 15, 2021. If funds are not spent or obligated by April 15, 2021, OHA in cooperation with the RHPC may reduce the amount of the Grant funds through a formal amendment process as described in Exhibit B, Section 19, "Amendments; Waiver; Consent." On or after April 15, 2021, OHA may initiate this amendment process by sending a Notice of Reallocation advising Recipient of the reduced Grant funds amount. No expenses incurred after the date of such a Notice will be considered for reimbursement, regardless of the date that the formal amendment is executed.

### 3. Reporting.

- a. Recipient shall submit two (2) Status Reports summarizing the status of awarded funds, due on February 15, 2021 and April 15, 2021. Such reports must be provided to OHA in a form acceptable to OHA. OHA reserves the right to request additional reports with regards to expenditure of the Grant funds and activities under this Agreement.
- b. Recipient shall submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2021, unless extended in writing by OHA. All expenditures must be completed by June 30, 2021.

### 4. Miscellaneous Payment and Financial Reporting Terms and Conditions.

- a. Recipient agrees to inform OHA as soon as Recipient has material knowledge when any materials purchased with these Grant funds, and being tracked in the inventory tracking system, have been moved to a different location than previously identified to OHA.
- b. **Equipment and Products.** It is possible that the State of Oregon, during public health emergencies, may need to relocate equipment purchased with these Grant funds to meet immediate needs. Recipient agrees to make such items available for transfer upon OHA or other entity of the State's request and within four (4) hours of the request.
- c. **Liability of Misuse of Grant Funds.** Recipient assumes sole liability for its breach of the conditions of this Agreement and agrees to hold harmless and indemnify OHA in an amount equal to the funds should such breach require a return of funds to the federal granting authority.

EXHIBIT A

Part 3  
Budget



HEALTHCARE PREPAREDNESS PROGRAM - BUDGET

**General Information:**  
 HPP Region: \_\_\_\_\_ Agreement #: \_\_\_\_\_  
 Awardee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: Yamhill County Public Health, Region 2, 412 NE Ford St, Duns #: 962184128, 7/22/2020  
 City, State and Zip: McMinnville, OR 97128  
 Budget Preparer Name: Paul Myatt  
 Authorized Signer Name: Lindsey Manthra  
 Phone: 503-434-7382  
 Email: [manthra@co.yamhill.or.us](mailto:manthra@co.yamhill.or.us)  
 Award Year: 07/01/20-06/30/21

**Budget Details:**

CAPABILITIES & OBJECTIVES	EXPENDITURE CATEGORY:							TOTALS
	Personal Services	Travel - Instate	Travel - Out-of-State	Capital Equipment	Supplies	Contracts	Other	
<b>Capability 1: Foundation for Health Care and Medical Readiness</b> C1.01 Establish and Operationalize a Health Care Coalition C1.02 Identify Risk and Needs C1.03 Develop a Health Care Coalition Preparedness Plan C1.04 Train and Prepare the Health Care and Medical Workforce C1.05 Ensure Preparedness is Sustainable Sub-total: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00								\$0.00
<b>Capability 2: Health Care and Medical Response Coordination</b> C2.01 Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans C2.02 Utilize Information Sharing Procedures and Platforms C2.03 Coordinate Response Strategy, Resources, and Communications Sub-total: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00								\$0.00
<b>Capability 3: Continuity of Health Care Service Delivery</b> C3.01 Identify Essential Functions for Health Care Delivery C3.02 Plan for Continuity of Operations C3.03 Maintain Access to Non-Personnel Resources during an Emergency C3.04 Develop Strategies to Protect Health Care Information Systems and Networks C3.05 Protect Resources' Safety and Health Plans and Coordinate Health Care Evacuation and Relocation C3.06 Coordinate Health Care Delivery System Recovery Sub-total: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00								\$0.00
<b>Capability 4: Medical Surge</b> C4.01 Plan for a Medical Surge C4.02 Respond to a Medical Surge Sub-total: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00								\$0.00
<b>Grand Total</b> Sub-total: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00								\$0.00

C = Capability  
 O = Objective  
 Please round all budgets to the nearest dollar. Questions: please contact your Liaison or Jill Snyder at 503-434-3074.

## EXHIBIT B

### Federal Grant Requirements

**1. Subaward Equal Treatment**

The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

**2. Public Policy Requirements**

All public policy requirements included in "Public Policy Requirements" in Part I and Part II (pages II-2 through II-24) of the HHS GPS apply as appropriate. See FOA#: EP-U3R-19-001 under which this award was issued for more information.

**As required by the Federal Funding Accountability and Transparency Act of 2006**, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Although the full text of this regulation is attached, you may access the language online at <https://www.fsrs.gov/>.

**3. Mandatory disclosures.**

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

**4. Executive Level II Salary Cap For FY 2020**

The Consolidated Appropriations Act, 2020 (Public Law 116-94) signed into law on January 5, 2020, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive

Level II salary is \$197,300 annually. Funds made available by this award shall not be used by the grantee or Recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of current Executive Level II compensation requirements.

**5. Gun Control**

None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

**6. Pornography**

None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**7. Lobby Restrictions**

The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, grant or cooperative agreement, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 any covered action.

**8. Accounting Records and Disclosure**

Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that A, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

**9. Procurement**

When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

**10. DUNS Number Annual Update**

The DUNS number recipients use on their application must be registered and active in the System for Award Management (SAM) which can be accessed at <https://www.sam.gov>. Recipients must update their SAM information at least every 12 months to maintain an active account.

**11. Trafficking In Persons**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- i. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or;
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Recipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
  - A. Associated with performance under this award; or
  - B. Imputed to you or the Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and "suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Recipient that is a private entity:

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the

award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
  - ii. Imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376
- c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph
    - a.1 of this award term 2. Our right to terminate unilaterally that is described in paragraph
    - a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**12. Reducing Text Messaging While Driving.**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, contractors, subcontractors, and recipients and subrecipients are encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or - rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order."

**13. Publications**

All grantee publications, including: research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)]." A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response."

**14. Federal Information Security Management Act (FISMA)**

If applicable, all information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with ASPR grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the federal Information Security Management Act (FISMA), Title III of the

**15. Health and Safety Regulations and Guidelines**

Grantees are responsible for meeting applicable Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or illness in activities related to ASPR grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

- 29 CFR 1910.1030, Blood borne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by the Occupational Health and Safety Administration (OSHA) and included in 29 CFR 1910. These regulations are available at [http://www.osha.gov/pls/oshaweb/owastand.display\\_standard\\_group?p\\_toc\\_level=1&p\\_part\\_number=1910](http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_part_number=1910).
- Nuclear Regulatory Commission “standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the Nuclear Regulatory Commission, Washington, DC 20555-0001. The following guidelines are recommended for use in developing and implementing health and safety operating procedures and practices for both personnel and facilities:
- Biosafety in Microbiological and Biomedical Laboratories, CDC and NIH, HHS. This publication is available at [http://www.cdc.gov/OD/ohs/biosfty/bmb15/BMBL\\_5th\\_Edition.pdf](http://www.cdc.gov/OD/ohs/biosfty/bmb15/BMBL_5th_Edition.pdf).
- Prudent Practices for “afety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street, NW, Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication can be obtained by telephoning 800-624-8373. It also is available at <http://www.nap.edu/catalog/4911.html>. Grantee organizations are not required to submit documented assurance of their compliance with or implementation of these regulations and guidelines. However, if requested by ASPR, grantees should be able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

**16. Definitions**

For purposes of this award term and condition:

- a. Administrative proceeding means a nonjudicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or (4) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an

acknowledgement of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
  - 3. Reporting Procedures Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
  - 4. Reporting Frequency During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
  - 5. Definitions For purposes of this award term and condition:
    - a. Administrative proceeding means a non judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

## EXHIBIT C

### Standard Terms and Conditions

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

This 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 OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

#### 2. **Compliance with Law.**

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

#### 3. **Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

#### 4. **Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

**6. Ownership of Work Product. Reserved.**

**7. Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

## 8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require 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 Recipient’s contractor or any of the officers, agents, employees or 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. This Section shall survive expiration or termination of this Agreement.

## 9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;

- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

**c. Termination.**

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
  - (a) For its convenience OHA and Recipient may terminate this Agreement upon 30 days' prior written notice to the other party;
  - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

**10. Insurance.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**11. Records Maintenance, Access.**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**12. Information Privacy/Security/Access. RESERVED**

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

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

**14. Resolution of Disputes.**

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

**15. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this 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 Agreement. This Section shall survive expiration or termination of this Agreement.

**17. Severability.**

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

**18. Notice.**

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

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

**19. Headings.**

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

**20. Amendments; Waiver; Consent.**

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

**21. Merger Clause.**

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

**22. Limitation of Liabilities.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT D

### Federal Terms and Conditions

**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, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. **Miscellaneous Federal Provisions.**

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient 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 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 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.

#### 2. **Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$10,000, then Recipient 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).

#### 3. **Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient 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.

#### 4. **Energy Efficiency.**

Recipient 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).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c.** The Recipient 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this 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 Recipient under this 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 Recipient under this 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 Recipient under this 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.

**6. Resource Conservation and Recovery.**

Recipient 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.

**7. Audits.**

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient 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 OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

**8. Debarment and Suspension.**

Recipient 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.

**9. Pro-Children Act.**

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

**10. Medicaid Services. RESERVED**

**11. Agency-based Voter Registration.**

If applicable, Recipient 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.

**12. Disclosure. RESERVED**

**13. 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 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 Recipient 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.

**14. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: 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 the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

**PROFESSIONAL LIABILITY:**

**Required**     **Not required**

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**POLLUTION LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT F

Information Required by 2 CFR § 200.331(a)(1)\*

Federal Award Identification:

1. Recipient name (which must match registered name in DUNS): Yamhill County
2. Recipient's DUNS number: 962184128
3. Federal Award Identification Number (FAIN): U3REP190573-02-00
4. Federal Award Date: 06/29/2020
5. Sub-award Period of Performance Start and End Date: From 07/01/2020 to 06/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$30,627.00
7. Total Amount of Federal Funds Obligated to the Recipient by the pass-through entity including this Agreement\*\*: \$30,627.00
8. Total Amount of Federal Award committed to the Recipient by the pass-through entity: \$30,627.00
9. Federal award project description: Hospital Preparedness
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: Department of Health and Human Services; Assistant Secretary for Preparedness and Response
  - (b) Name of pass-through entity: Oregon Health Authority (OHA)
  - (c) Contact information for awarding official of the pass-through entity: OHA
11. CFDA Number and Name: 93.889-National Bioterrorism Hospital Preparedness Program  
Amount: \$2,614,621.00
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: 18.76%

\*For the purposes of this Exhibit, the term "Recipient" refers to Recipient and the term "pass-through entity" refers to OHA.

\*\*The Total Amount of Federal Funds Obligated to the Recipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Recipient by the pass-through entity during the current State fiscal year 2021.