



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

June 2, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement between Clackamas County and Oregon Health Authority for Purchase of a Refrigerated Trailer. Grant value is \$99,865. Funded through Reimbursement by OHA. No County General Funds are Involved

Purpose/Outcome	Disaster Management, Medical Examiner program requests approval of the grant agreement number 174294 with OHA for funds to purchase a refrigerated trailer for emergency decedent storage.
Dollar Amount and Fiscal Impact	Trailer cost is estimated around \$99,865. OHA will cover actual costs on a reimbursement basis.
Funding Source	General funds will be used initially with 100% reimbursement
Duration	Expires on June 30, 2028.
Previous Board Action/Review	Board approved request to apply for the OHA grant funds during the February 3, 2022 Consent Agenda.
Strategic Plan Alignment	1. This project will align with the Medical Examiner goal of providing critical coordination and response services to impacted communities. 2. This aligns with Ensuring Safe, Healthy and Secure Communities, by ensuring proper storage of decedents.
Counsel Review	Reviewed and approved on 5/11/22 by Andrew Naylor.
Procurement Review	Grant Agreement. Procurement review is not required.
Contact Person	Cathy Phelps, 503-655-8380

BACKGROUND: During this current and previous COVID surges, funeral homes and hospitals have reached capacity for decedent storage or come very close. OHA has a grant program that will fully fund the purchase of a refrigerated trailer for decedent storage by reimbursement. This will allow Clackamas County to meet the current need, if facilities are overwhelmed, or in the future in case of a mass fatality incident.

RECOMMENDATION: Staff recommends the BCC approve grant agreement number 174294 between Clackamas County and OHA so that the Disaster Management, Medical Examiner program may receive OHA grant funds to purchase a refrigerated trailer.

Respectfully submitted,

Daniel Nibouar
Interim Director

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Section I: Funding Opportunity Information - To be completed by Requester

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award
Award Renewal? Yes No

Lead Department & Fund: 230101 - Disaster Management Fund 100

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Hospital Preparedness Program Regional Decedent Storage Project - Oregon Health Authority

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Cathy Phelps

Requestor Contact Information: cathyphe@clackamas.us

Department Fiscal Representative: CathyPhelps

Program Name and prior project # (please specify): Refrigerated Trailer for Decedent Management

Brief Description of Project:

Funding to purchase fully outfitted 24 foot refrigerated trailer to assist in mitigating decedent surge capacity. This asset can be moved and relocated to serve the community and the region. Annual maintenance costs of approximately \$250 per year will be covered by Disaster Management Department's Medical Examiner through existing budget.

Name of Funding Agency: Health & Human Services Carryover through Oregon Health Authority

Agency's Web Address for funding agency Guidelines and Contact Information:

Grant is available through request to OHA for emergency support for decedent storage

OR

Application Packet Attached: Yes No

Completed By: _____

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:	_____	Funding Agency Award Notification Date:	_____
Announcement Date:	_____	Announcement/Opportunity #:	_____
Grant Category/Title:	<u>Hospital Preparedness Program Reg</u>	Max Award Value:	<u>\$115,000 approx.</u>
Allows Indirect/Rate:	<u>No</u>	Match Requirement:	<u>None</u>
Application Deadline:	<u>On going</u>	Other Deadlines:	_____
Award Start Date:	<u>Upon signed agreement</u>	Other Deadline Description:	_____
Award End Date:	<u>After reimbursement</u>	Program Income Requirement:	_____
Completed By:	<u>Cathy Phelps</u>		
Pre-Application Meeting Schedule:	_____		

Additional funding sources available to fund this program? Please describe: _____

How much General Fund will be used to cover costs in this program, including indirect expenses? No general fund to purchase. General Funds will be utilized for annual maintenance at a cost of approximately \$250 per year.

How much Fund Balance will be used to cover costs in this program, including indirect expenses? _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The Mission of the Disaster Management Department is to provide disaster planning, preparedness, response, recovery, mitigation, and Medical Examiner services to the Clackamas county community so they can equitably access services, survive a disaster, and recover as quickly as possible. The trailer increases the capacity of the department to prepare and respond to incidents that overwhelm the region's decedent storage capability.

2. What, if any, are the community partners who might be better suited to perform this work?

No, the current need is due to the public and private facilities being at capacity.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Increase capacity of emergency decedent storage for the region. Trailer will provide additional storage that can be accessed as needed.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant will provide funding for the Medical Examiner program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Current staff can support the purchase.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Grant agreement will be through the state and requires partnership with the state and regional partners to support them, if requested.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Project is a one-time purchase of a refrigerated trailer. Trailer will be kept through its useful life which is estimated to be approximately 15 years.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant would support the purchase of a trailer. After the useful life of the trailer, its effectiveness would be assessed with regional partners to assess the needs of acquiring another. If so, would like look for a grant.

Collaboration

1. List County departments that will collaborate on this award, if any.

H3S, Public Health

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Annual reporting requirement to report on trailer maintenance and demonstrating insurance is maintained.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance evaluated on trailer maintaining operational status to include being mobile and able to refrigerate.

3. What are the fiscal reporting requirements for this funding?

No reporting requirements beyond initial request for reimbursement.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, grant administration costs are low (purchase of trailer, low maintenance, and short annual report). Benefit is being able to properly and respectfully store decedents.

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

General fund will support the maintenance and upkeep of the trailer, approximately \$250/yr.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

No match requirement.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Does not cover indirect costs.

Program Approval:

Cathy Phelps

1/24/22

Cathy Phelps

Digitally signed by Cathy Phelps
Date: 2022.01.24 16:09:36 -08'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Daniel Nibouar	01/25/2022	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2022.01.25 08:44:30 -08'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	1.25.22	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2022.01.25 11:12:31 -08'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**



Grant Agreement Number 174294

**STATE OF OREGON
PASS THROUGH INTERGOVERNMENTAL 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 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

**Clackamas County
2051 Kaen Rd
Oregon City, OR 97045
Attention: Tootie Smith
Telephone: 503-655-8581
E-mail address: tootiesmith@clackamas.us**

hereinafter referred to as "Subrecipient."

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

**Public Health Division
Center for Public Health Practice
Health Security, Preparedness & Response
800 NE Oregon Street, Suite 465B
Portland, Oregon 97232
Agreement Administrator: DeWayne Hatcher, or delegate
Telephone: 503-572-7653
E-mail address: dewayne.r.hatcher@dhs.oha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on July 1, 2021, once signed by all parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2028. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Subrecipient 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:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Federal Grant Requirements
- (6) Exhibit D: 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 C, B, A and D.

3. Grant Disbursement Generally.

In accordance with the terms and conditions of this Agreement, OHA shall provide the Subrecipient with a maximum of **\$99,865.00** as detailed in Exhibit A to support and assist the operation of the program described in Exhibit A.

4. Contractor or Subrecipient Determination.

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

Subrecipient is a subrecipient Subrecipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.889 “National Bioterrorism Hospital Preparedness Program”

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

5. 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.

**Clackamas County
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon acting by and through its Oregon Health Authority
By:**

Authorized Signature

Collette Young

Printed Name

Center Administrator, CPHP

Title

Date

Approved for Legal Sufficiency:

Department of Justice Exempt per OAR 137-045-0050(9) Date

Program Approval:

Authorized Signature

Jutta Mangas

Printed Name

Program Support Manager, CPHP

Title

Date

EXHIBIT A

Part 1 Program Description

Objectives: To ready hospitals and other healthcare systems, in collaboration with other partners, to deliver coordinated and effective care to victims of terrorism and other public health emergencies.

Background: A federal pass-through grant is an agreement in which OHA is the recipient of grant funds from the federal government and the provisions of the grant to OHA either require or allow OHA to pass the funding through to providers of activities to be supported by the grant funds. The grant itself will detail what is and what are not allowable uses of the grant funds.

OHA shall not alter, add to or delete from the federal grant terms, conditions and requirements when passing the funding through to a Subrecipient.

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 which apply to Subrecipient:

- 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.
- Participate in local (city, county, and regional) emergency planning, training, and exercises that involve hospital and healthcare coalition and public health related scenarios. Subrecipient 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 (07/01/2021-06/30/2022) annual progress report.

- Continue to participate as a member of the Regional Health Preparedness Coalition (RHPC) within the organizational Healthcare Preparedness Region. If not a RHPC member, then Subrecipient must become informed enough to effectively contribute to the discussions and deliberations on relevant regional issues.
- Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
- 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.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Disbursement of Grant Funds.

a. **Disbursement Generally.** Subject to Sections 1.c. and 1.d., OHA will disburse grant funds to Subrecipient upon OHA's approval of a completed Reimbursement Request. The Reimbursement Request must include details of all equipment, supplies, training, and related travel and wrap-around expenses along with copies of original receipts. The Reimbursement Request must be received by OHA within ninety (90) days following the actual expenditures, unless extended in writing by OHA. Subrecipient shall submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2022, unless extended in writing by OHA. All expenditures must be completed by June 30, 2022.

b. **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. Subrecipient 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.

OHA sub-awards federal funds for the Fatality Management Trailer Project. Funds must be used for the purchase of decedent refrigerated trailer and related equipment. Wrap around supplies and equipment are approved, as well as planning, training and indirect costs.

Major Purchase:

- 24-foot Bumper Pull Mobile Morgue Expansion Trailer (MMET);
- Diesel Generator 7 Kw; and
- Cadaver Lift 650 lb.

2. **Travel and Related Costs.** OHA will reimburse Subrecipient for approved travel and related costs as contemplated by the Subrecipient's 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.

3. **Conditions Precedent to Disbursement.** OHA's obligation to disburse any Grant funds to Subrecipient under this Agreement is subject to satisfaction of each of the following conditions:

- (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) OHA has received from Subrecipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.
- (3) A budget is due 30 days after Grant Agreement is fully executed.
- (4) OHA will release funds for the purchase of the decedent trailer upon e-mail request from Subrecipient.
- (5) Upon receipt of funds, Subrecipient will have 30 days to purchase the items specified and shall provide invoice(s) to OHA.
- (6) All other related purchases of supplies, equipment and services that are additional to the major purchase described in Section 1.b. above will require an invoice and copies of receipts (invoice template will be provided by OHA).
- (7) Submit invoices via email to: jill.f.snyder@dhsoha.state.or.us

OHA/PHD/HSPR

Attn: Jill Snyder

800 NE Oregon Street, Ste 465B

Portland, OR 97232

2. Expenditure of Grant Funds.

Subrecipient can expend the Grant funds solely to cover costs necessarily incurred by Subrecipient in performing the Grant activities of this Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law. All expenditures must be completed by June 30, 2022.

EXHIBIT A

Part 3 Special Terms and Conditions

1. **Liability of Misuse of Grant Funds.** Subrecipient shall assume sole liability for Subrecipient's breach of the conditions of the grant, and shall, upon Subrecipient's breach of grant conditions that causes or requires OHA to return funds to the grantor hold harmless and indemnify OHA for an amount equal to the funds which OHA is required to pay to grantor.
2. Subrecipient accepts these funds to support the Fatality Management Trailer Project.
3. Subrecipient shall be the registered owner of the decedent trailer purchased with these funds. Subrecipient shall title and register decedent trailer with DMV, purchase insurance (if not self-insured) for the decedent trailer (property) for replacement cost value.
4. Subrecipient shall provide OHA with a copy of the registration, address of where the decedent trailer will be stored, point of contact information, and proof of insurance (or statement that Subrecipient is self-insured).
5. Subrecipient agrees to maintain the decedent trailer and provide yearly updates to OHA on its condition. An annual reporting form will be supplied by OHA.
6. Subrecipient agrees to make the decedent trailer available to their Hospital Preparedness Region during an emergency if equipment is not in use by Subrecipient and may make their decedent trailer available to other Hospital Preparedness Regions.
7. Before Subrecipient can transfer ownership of their decedent trailer, a request to OHA must be submitted and approved.

EXHIBIT B

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 Subrecipient 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.

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

3. Grant Funds; Payments.

- a.** Subrecipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Subrecipient 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, Subrecipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Subrecipient 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. Subrecipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Subrecipient elects to designate a

different financial institution for the receipt of any payment made using EFT procedures, Subrecipient will provide the changed information or designation to OHA on an OHA-approved form.

4. Recovery of Overpayments.

Any funds disbursed to Subrecipient 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. Subrecipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Subrecipient 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 Subrecipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Subrecipient objects to the withholding or the amount proposed to be withheld, Subrecipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 8 of this Exhibit.

5. Termination.

- a. Convenience. OHA may terminate this Agreement upon 30 days’ prior written notice by OHA to Subrecipient;
- b. Mutual Termination. OHA and Subrecipient may terminate this Agreement immediately, or at such other time as mutually agreed upon, in writing between OHA and Subrecipient.
- c. 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 Subrecipient, or at such later date as OHA may establish in such notice.

6. Records Maintenance, Access.

Subrecipient shall maintain all financial records relating to this 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 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 Agreement, are collectively referred to as “Records.” Subrecipient 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. Subrecipient 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.

7. Information Privacy/Security/Access.

Reserved.

8. 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.

9. 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 Subrecipient 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 Subrecipient, or on the next business day if transmission was outside normal business hours of the Subrecipient. 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.

10. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein 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. 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.

11. 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.

12. 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".

EXHIBIT C

Federal Grant Requirements

Standard Terms and Conditions of award:

This grant is issued under the authority of Public Health Service Act, Section 319C-2 (Title 42 United States Code (U.S.C) Section 247d-3b) as amended. Section 311 of the PHS Act (Title 42 U.S.C Section 243), subject to available funding and other requirements and limitations. By receiving funds under this award, the recipient assures that it will carry out the project/program as authorized, adhere to requirements laid out in the funding opportunity announcement and will comply with the terms and conditions and other requirements of this award. The recipient must adhere to all applicable federal statutes, including appropriations act requirements including Title VI in Division G of the “Consolidated Appropriation Act, 2015”.

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:

- (1) Public Health Service Act, Section 311 (42 U.S.C. 243);
- (2) Terms and Conditions of the Award;
- (3) 45 CFR Part 75;
- (4) HHS Grants Policy Statement.

This grant is subject to the applicable requirements of the Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations under Title 45 Code of Federal Regulations, Part 75. Any applicable statutory or regulatory requirements, including 45 CFR Part 75 and 2 CFR Part 200, directly apply to this award apart from any coverage in the HHS GPS. The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Public Health Service Act, Section 311 (42 U.S.C. 243); (2) terms and conditions of the award; (3) CFR Part 75; (4) HHS Grants Policy Statement.

Requests that require prior approval from the awarding office must be submitted in writing to the Grants Management Specialist via GrantSolutions. Only responses signed by the Grants Management Specialist or Grants Management Officer are to be considered valid. Grantees who take action on the basis of responses from other ASPR officials do so at their own risk. Such responses will not be considered binding by or upon ASPR.

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.

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.

- 1) **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.fsr.gov/>.

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. **Where and when to report.**

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2.) Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile, you must access the System for Award Management (SAM) at: <https://www.sam.gov/portal/public/SAM/> .
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report: Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

- i. in the subrecipient's preceding fiscal year, the subrecipient received-
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through 3 periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report: You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2) 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).

3) English Language

All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

4) As the recipient organization, you acknowledge acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

6) This grant is subject to the terms and conditions as stated in Section III (Terms and Conditions) of the NoA. Refer to the "order of precedence" that explains the laws and regulations that govern the award.

7) Legal and Financial Responsibility-The recipient organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

8) 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 subrecipient 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.

9) 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.

10) 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.

11) 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.

12) 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.

13) 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.

14) 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.

15) 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 subrecipient 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 subrecipient 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 "uspension (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 subrecipient 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 subrecipient 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.

16) 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."

17) **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."

18) **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 E-Government Act of 2002 Pub. L. No. 107-347.

19) **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_p_art_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 U.S. 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.
 - Prudent Practices for "safety 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.

Reporting Requirements:

Program Reporting:

Progress Reporting: Awardees are required to electronically submit an end-of-year program progress report 90 days after the budget period ends.

All Federal Financial Reports must be submitted via Division of Payment Management Systems (PMS).

1) **Federal Financial Report (FFR)** – Awardees are required to electronically submit a semi annual program progress report and annual Federal Financial Report (Standard Form 425) via Payment Management Systems.

Semi-Annual Federal Financial Report (SF-425) for Budget Period Year 1 is due six months after award budget period start date. The annual Federal Financial Report (SF- 425) is due 90 days after budget period end date. The SF-425 is available via Grants.gov. Please submit the semi-annual and annual SF-425 via Division of Payment Management Systems (PMS).

2) **Federal Disbursement Reporting:** The SF-425 will also be used for reporting of expenditure data to meet A“PR’s quarterly financial reporting requirement. All other lines except 10.a through 10.c should be completed.

3) **Cash Transaction Reporting:** Recipients must report cash transaction data using the Federal Financial Report (FFR), SF-425. Recipients will utilize the SF-425 lines 10.a through 10.c to report cash transaction data to the Division of Payment Management. The FFR SF-425 (lines 10.a through 10.c) is due to the Payment Management System 30 days after the end of each calendar quarter. The FFR SF- 425 electronic submission and dates for the new quarters will be announced through the Payment Management/“smartLink Payment “system’s bulletin board. Funds will be frozen if the report is not filed on or before the due date.

4) **Subaward and Executive Compensation Reporting:** Awardees must ensure that they have the necessary processes and systems in place to comply with the sub-award and executive total compensation reporting requirements established under OMB guidance at 2 CFR Part 170, unless they qualify for an exception from the requirements, should they be selected for funding. CFDA number is to be included on all Subawards, including contracts and consultant agreements, so ASPR staff may track compliance.

5) **Tangible Property Report:** Awardees will be required to submit an annual (after each 12 month period) Tangible Property Report (SF 428). Final SF 428 reports are due 90 days after the end of the project period.

6) **Audit requirements** for Federal award recipients are detailed at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf. Specifically, non-Federal entities that expend a total of \$750,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end. The Data Collection Forms and Audit Reports **MUST** be submitted to the FAC electronically at <http://harvester.census.gov/fac/collect/ddeindex.html> . For questions and information concerning the submission process, please visit <http://harvester.census.gov/sac/> or call the FAC 1-800-253-0696.

7) **Reporting of Matters Related to Recipient Integrity and Performance**

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that: a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; b. Reached its final disposition during the most recent five year period; and c. If one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term 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 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.

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

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

(Remainder of page left intentionally blank.)

EXHIBIT D

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

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County
2. Subrecipient's DUNS number: 096992656
3. Federal Award Identification Number (FAIN): U3REP190573
4. Federal Award Date: 10/28/2021
5. Sub-award Period of Performance Start and End Date: From 7/1/2021 to 6/30/2022
6. Total Amount of Federal Funds Obligated by this Agreement: \$99,865.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$99,865.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$99,865.00
9. Federal award project description: Hospital Preparedness Program (HPP)
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
 - (b) Name of pass-through entity: Oregon Health Authority (OHA)
 - (c) Contact information for awarding official of the pass-through entity: Nancy Brown, nancy.brown@hhs.gov; 253-301-8277
11. CFDA Number and Name: 93.889 National Bioterrorism Hospital Preparedness Program
Amount: \$4,059,956.00
12. Is Award Research and Development? Yes No
13. Indirect cost rate for the Federal award: 17.45%

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

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