

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Yamhill County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

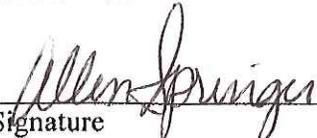
- 1) The effective date is: July 1, 2014, or upon final signature, whichever is later.
The expiration date is: June 30, 2015; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Yamhill County
Jurisdiction

DUNS # 038497025


Signature

8-15-14
Date

ALLEN SPRINGER
Printed Name

Chair, Board of Commissioners
Title

Address: 535 NE 5th Street, McMinnville, OR 97128

WASHINGTON COUNTY:


Signature

8/29/2014
Date

Sia Lindstrom
Printed Name

Sr. Deputy County Admin
Title

Address:
155 North First Avenue
Mail Stop # 4
Hillsboro, OR 97124

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
8-14-14 by Board Order
14-492

Attachment A
Statement of Work and Payment Terms
2014-2015

PURPOSE: Yamhill County has been named to receive funding for the Cities Readiness Initiative (CRI) program which is administered by Washington County. The requirements in this Statement of Work reflect the requirements set by the Oregon Health Authority in the CRI Program Element 02 (PE-02) for Washington County (Coordinating LPHA) and all CRI local health departments (LHD).

BACKGROUND: CRI is a nationwide program designed to ready large urban areas for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. This includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

Funding for the CRI program flows from the Centers for Disease Control and Prevention (CDC) to the Oregon Health Authority (OHA) to Washington County. Washington County administers and houses the CRI program and staff. Although housed in Washington County, the CRI staff report to the public health preparedness coordinators, public health administrators and health officers in each of the region's counties.

Program Element #02: Cities Readiness Initiative (CRI) Program

1. **Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing (MCMDD) for all-hazards events including the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.
2. **Definitions Specific to CRI Programs.**
 - a. Annual Technical Assistance Review (TAR): Prior to 2014, TAR was the yearly evaluation of an LPHA's CRI Program materials, products, plans, exercises, and activities conducted by a team of Federal, state, and local preparedness staff using a worksheet developed by Federal and state program partners. (This tool has been replaced by the Operational Readiness Review (ORR) effective July 1, 2014).
 - b. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.
 - c. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.

- d. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program
- e. DSNS Drills: A set of five drills developed by the RAND Corporation for the CDC's DSNS. The drills include: staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.
- f. Capability Performance Measure Analysis: An assessment of the difference between prescribed CDC capabilities organized by function and current local capabilities using an evaluation tool developed by the Health Security, Preparedness and Response (HSPR) Program.
- g. Homeland Security Exercise and Evaluation Program (HSEEP): A capabilities and performance-based program that provides standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- h. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- i. Mass: A large but non-specific amount or number.
- j. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- k. Operational Readiness Review (ORR): The annual evaluation tool assessing the LPHA CRI Program's: materials, products, plans, exercises, and activities. This assessment is conducted by a team of Federal, state, and local preparedness staff using a worksheet developed by Federal and state program partners (formerly the "Annual Technical Assistance Review"). The ORR is used to assess how ready Local Health Departments (LHDs) are to respond to a MCMDD response.
- l. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- m. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- n. Portland Metro Cities Readiness Initiative (CRI) Program Area, Metropolitan Statistical Area (MSA): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and

Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.

- o. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.
 - p. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.
 - q. Push Partner Registry: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
 - r. Public Health Preparedness Capabilities: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.
 - s. Strategic National Stockpile (SNS): A CDC program developed to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, and Federal Medical Stations.
3. **General Requirements.** All services and activities supported in whole or in part with funds provided under this Agreement shall be delivered or conducted in accordance with the following requirements:
- a. Non-Supplantation. Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. Audit Requirements. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
 - c. CRI Coordinator. CRI LPHAs, shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.
4. **General Budget and Expense Reporting.**

- a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel[®] file from the HAN document library at:
<https://oregonhealthnetwork.org/default.aspx>.

The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:

- i. Submit a budget to OHA by October 31 of each year using actual award amounts and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year. The budget shall include budgets from each CRI LPHA detailing expected costs associated with the CRI program and matching their allocation.
 - ii. Coordinating LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31.
 - iii. Coordinating LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1 through June 30. The budget and expense to budget Excel file set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use CRI funds will be identified in this budget report.
- b. The award of funds under this Agreement to the Coordinating LPHA shall include funds to assist in the implementation of the CRI Program requirements as outlined in this Agreement throughout the CRI Program Area. Coordinating LPHA shall use a portion of the CRI award to fund a CRI Coordinator position who will work under guidance from the CRI LPHAs.
- c. Coordinating LPHA shall hold, at minimum, quarterly CRI Team meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the State MCM Coordinator.
- d. Coordinating LPHA will reallocate any unspent funds awarded to a CRI LPHA that have not been spent or obligated by 60 days prior to the end of the grant period.
- e. Coordinating LPHA will return to OHA for reallocation to projects that support CRI objectives any funds not spent or obligated by 45 days prior to end of the grant period.
- f. Intergovernmental Agreement (IGA) or Contract. Coordinating LPHA will develop an IGA, or contract, between itself and all Oregon CRI LPHAs. The IGA, or contract, will incorporate all requirements of Program Element 02 CRI program measures.

5. CRI Work Plan and Other Reporting Requirements.

- a. Coordinating LPHA shall submit a work plan to the State MCM Coordinator and CRI LPHAs by August 15 that presents objectives and related activities, identifies responsible parties, and establishes timelines for the CRI Program Area. The work plan

shall be created with input from all CRI LPHA and approved by the State MCM Program, and must include objectives to:

- i. Enable each CRI LPHA to successfully complete the ORR tool (formerly "Local TAR");
 - ii. Enable each CRI LPHA to meet POD Standards
 - iii. Enable each CRI LPHA to meet exercise requirements; and
 - iv. Provide programmatic and fiscal oversight responsibilities.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State MCM Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.
- c. Coordinating LPHA shall provide other reports about the CRI Program as OHA may reasonably request from time to time.
- d. Annual Operational Readiness Review (ORR). Each CRI LPHA, unless otherwise advised, shall coordinate an annual assessment and include, at a minimum, the following invitees: local CRI program representative, local law enforcement, local emergency management, and OHA. The ORR or TAR Progress Report shall serve as the evaluation tool. Completed local tools and supporting documentation for each assessment must be submitted to the State MCM Coordinator 14 days prior to review date. The assessment meeting is to be completed prior to April 1 of each year.

Performance Measure 0.1 Each CRI LPHA, unless otherwise advised by OHA, shall, to OHA's satisfaction, complete ORR or TAR Progress Report tool and submit supporting documents to the State MCM Coordinator and conduct the review meeting before April 1 each year.

- e. Exercise Requirements. Each CRI LPHA shall develop and conduct an exercise program that tests MCM dispensing related emergency response plans and adheres to HSEEP standards including an after action report, improvement plan and exercise evaluation guide. Each CRI LPHA must complete the following exercises:

Three of the five DSNS drills by April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the three required drills must be submitted to the MCM and CRI Program Coordinators no later than April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the required DSNS drills must be completed using the standardized data collection tools provided by the MCM Coordinator.

Performance Measure 0.2 Each CRI LPHA shall, to OHA's satisfaction, execute and submit appropriate documentation to the MCM and CRI Program Coordinators for three separate, unique, DSNS drills before April 1, unless given specific permission for

extension by MCM Coordinator, each year. Coordinating LPHA will submit the required documentation to MCM Coordinator for submission to CDC through a web-based portal. These drills can be used to meet the requirements set forth in PM 1.1.

6. **Public Health Preparedness Capabilities Requirements:** The capabilities, functions and tasks below correspond with the capabilities, functions, and tasks located in the Public Health Preparedness Capabilities which can be found at <http://www.cdc.gov/phpr/capabilities/>. Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program (HPP) priority capabilities which can be found in Program Element #12 "Public Health Emergency Preparedness Program (PHEP)" to the current Public Health Financial Assistance Agreement series between LPHAs and OHA.

Capability 1: Community Preparedness.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**
- **Task 1.** CRI LPHAs shall utilize Push Partners to share public health or situational awareness messages with their constituencies.

Performance Measure 1.1 CRI LPHAs shall, at least once annually, disseminate a preparedness, situational awareness or public health message and include a request for an update of contact information to the partners identified in this Performance Measure (PM) 1.1.

Capability 8: Medical Countermeasure (MCM) Dispensing.

- **Function 3: Activate Dispensing Modalities.**
- **Task 3.** Activate dispensing strategies, dispensing sites, dispensing modalities and other approaches, as necessary, to achieve dispensing goals commensurate with the targeted population.

Performance Measure 8.2 By April 1, each CRI LPHA shall submit an updated POD Standards data collection sheet to OHA that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population.

7. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

COMPENSATION TERMS: Washington County agrees to pay Yamhill County a maximum of \$22,136 between July 1, 2014 and June 30, 2015. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Please submit invoices to the following:

Adrienne Donner
Washington County Dept. of Health and Human Services
155 North First Avenue, MS-4
Hillsboro, OR 97124
Adrienne_Donner@co.washington.or.us

If Yamhill County does not spend or obligate its award 60 days prior to June 30, 2015 (April 30, 2015), the unspent funds will be retained by Washington County for reallocation.

CFDA # 93.069 – Public Health Emergency Preparedness

B.O. 14-1492

Adrienne



WASHINGTON COUNTY
OREGON

Department of Support Services - Purchasing
155 N First Ave., Suite 270, MS28
Hillsboro, OR 97124-3072

Type	Blanket Purchase Agreement
Order	165170
Revision	0
Order Date	02-SEP-2014
Created By	Hall, Donna
Revision Date	
Current Buyer	

Supplier: **Yamhill County Oregon**
Public Health
412 NE Ford
McMinnville, OR 97128

Ship To: **Health & Human Svcs**
MS5
155 N First Avenue
Hillsboro, OR 97124

Bill To: **HHS - Community Health**
MS68
266 West Main
Hillsboro, OR 97123

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	13041	Net 30		FOB Destination		
Effective Start Date		Effective End Date		Amount Agreed (USD)		
01-JUL-2014		30-JUN-2015		22,136.00		
Washington County Reference			Requester/Deliver To			
CA 14-0939			Hall, Donna 503-846-8745			

Notes: Blanket purchase order valid through June 30, 2015, unless canceled earlier.

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Authorization Provides Funding for Cities Readiness Initiative (CRI) Activites on an open account basis to the County per County contract CA 14-0939 Total of all Purchases must not exceed \$22,136.00				
1. This purchase order is subject to the terms and conditions attached. 2. Washington County's Federal Tax ID 93-6002316.					 Authorized Signature

14-492



This Purchase Order issued by Washington County (Purchaser), and all terms and conditions contained herein, become the exclusive contract for this transaction, when accepted by acknowledgement or commencement of performance by Seller.

SHIPPING/INVOICE INSTRUCTIONS

1. Unless otherwise specified, all goods shall be shipped: PREPAID, FOB DESTINATION. Where shipping address indicates a room number, Seller shall deliver to that specific location at no additional charge. Where specific authorization is granted by Purchaser to ship goods FOB SHIPPING POINT, Seller shall pre-pay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, but bill Purchaser as separate item on the invoice for said charges.
2. Goods will not be accepted if shipped C.O.D.
3. Title to the goods purchased hereunder shall pass to Purchaser at the FOB DESTINATION point, subject to the right of Purchaser to reject upon inspection.
4. The Purchase Order Number and Organization Unit/Department Name shown on the reverse side shall appear on all invoices, correspondence, shipping papers and packing material. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
5. Seller agrees to mail invoices in duplicate to the department shown under "Invoice To" on the reverse side. Seller shall provide separate invoices for each Purchase Order.
6. On shipping papers and invoices, Seller shall state whether delivery is partial or complete and notify Purchaser if complete shipment cannot be made per terms of the order.
7. Purchaser reserves the right to cancel any unshipped or uncompleted portion of this order. Time of delivery is of the essence and the order is subject to cancellation for failure to deliver or perform on time.
8. No change in price, quality or goods will be recognized or accepted by Purchaser without prior approval by Purchaser.

GENERAL TERMS AND CONDITIONS

9. **GOVERNING LAW; VENUE; JURISDICTION; ATTORNEY FEES:** The laws of the State of Oregon shall govern this Purchase Order. Any action or suit commenced in connection with this Purchase Order shall be in the Circuit Court of Washington County. Provided, however, if the claim is brought in a federal forum then it shall be conducted exclusively within the United State District Court for the District of Oregon. Seller, by execution of this Purchase Order, hereby consents to the in personam jurisdiction of these courts. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court, including any action on appeal.
10. **UNIFORM COMMERCIAL CODE:** As referred to in this Purchase Order, ORS Chapter 72, as amended from time to time ("UCC").
11. **REJECTION:** All goods or materials purchased are subject to approval by Purchaser. Any rejection of goods or materials based on nonconformity to the terms and specifications of the order, whether held by Purchaser or returned, will be at Seller's risk and expense.
12. **INDEMNIFICATION:** Seller shall save harmless and indemnify Purchaser for any and all claims, damages, losses and expense including, but not limited to, reasonable attorney's fees arising out of or resulting from Seller's performance of or failure to perform the obligations of this contract to the extent caused by the negligence or misconduct by Seller or its employees or agents, together with any patent, copyright, trademark or franchise infringement action.
13. **FORCE MAJEURE:** Neither party to this contract shall be responsible for delay or default caused by fire, riot, acts of God or war beyond that party's reasonable control. Purchaser may terminate this contract upon written notice after determining such delay or default will impair successful performance.

14. **WARRANTIES:** Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Seller warrants all goods delivered to be free from defects in labor, material and manufacture, and to be in compliance with the specifications identified in this Purchase Order. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Seller represents and warrants to Purchaser that Seller has the power and authority to enter into and perform this Purchase Order, and that this Purchase Order, when executed and delivered, shall be a valid and binding obligation of Seller enforceable in accordance with its terms.

15. **COMPLIANCE WITH LAWS:** Seller shall comply with all Federal, State and local laws and regulations applicable to the goods or services purchased under this contract. The provisions of ORS 279C.500 through 279C.870, as applicable, are incorporated herein by reference. Damages or costs resulting from noncompliance shall be the sole responsibility of Seller.

16. **ACCEPTANCE OF TERMS:** THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE OBJECTED TO AND REJECTED UNLESS OTHERWISE PROVIDED IN WRITING TO AND ACCEPTED IN WRITING BY PURCHASER.

17. **NONDISCRIMINATION:** Seller agrees not to discriminate against any customer, employee or applicant for employment or services, because of race, creed, color, national origin, sex, marital status, age or disability, excepting only bona fide qualifications.

18. **MATERIAL SAFETY DATA SHEET:** Seller agrees to send appropriate Material Safety Data sheets (MSDS) with shipment, according to all applicable Federal and State laws. Seller shall include any required updates with shipment.

19. **WORKER'S COMPENSATION:** Seller shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. This requires Seller to provide Purchaser with certification of worker's compensation insurance, with employer's liability in the minimum amount of \$100,000.

20. **TERMINATION:** Failure to comply with any of the terms specified herein shall be a material breach and may be grounds for cancellation by Purchaser.

21. **AUTHORIZED SIGNATURE:** Only those persons authorized by Purchaser may execute a binding Purchase Order. Seller is responsible for ensuring that the person executing the Purchase Order is duly authorized.

22. **ASSIGNMENT; SUBCONTRACT; SUCCESSORS:** No portion of this Purchase Order may be subcontracted or assigned to any other individual, firm or entity without the express and prior approval of Purchaser. The provisions of the Purchase Order shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

23. **MERGER CLAUSE; AMENDMENT; WAIVER:** This Purchase Order constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this Purchase Order. No waiver, consent, modification or change of terms of this Purchase Order shall bind either party unless in writing and signed by authorized individuals of both parties. The failure of Purchaser to enforce any provision of this Purchase Order shall not constitute a waiver by Purchaser of that or any other provision.

24. **ANTITRUST:** Seller hereby assigns to Purchaser full, finally, and in their entirety, all Federal and/or State antitrust claims which Seller now has or may hereafter acquire as a result of or in connection with any and all goods and services ordered hereunder. Further, Seller shall cause similar wording in favor of Purchaser to be made a part of any and all contracts entered into with subcontractors or suppliers as a result of this order. Claims shall include price-fixing, monopolization, and any other violation of State or Federal antitrust law.