

**INTERGOVERNMENTAL AGREEMENT  
COVID-19 HE-3793-20  
Between  
MARION COUNTY and YAMHILL COUNTY**

**1. PARTIES TO AGREEMENT**

This Agreement between *Yamhill County*, hereafter called Agency, and *Marion County*, a *political subdivision of the state of Oregon*, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which County will support Agency in providing COVID-19 epidemiologic services and surge capacity needs. These services are further described in Section 5.

ORS 430.610(4) and 430.640(1) authorize Oregon Health Authority "OHA" to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties.

This contract between the County and the Agency is subject to the availability of local, state, and federal funds, special conditions and required provisions of Intergovernmental Agreement (IGA) #159823 between the County and OHA which is incorporated herein by this reference.

Agency shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Agency's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

The IGA is available for reference at the County's website;  
<http://www.co.marion.or.us/HLT/PH/Epid/Pages/cfac.aspx>

The Catalog of Federal Assistance (CFDA) number is 21.019.

The Contractor is designated as:

- Sub-recipient relationship
- Vendor relationship
- Not Applicable

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective retroactively beginning July 1, 2020 through December 30, 2020, unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **4. FUNDING AND BILLING**

4.1 The total amount paid under this contract shall not exceed \$15,776.00. Payments under this contract shall be made according to the following terms: Agency may invoice up to the not to exceed amount for services provided between July 1, 2020 and December 30, 2020. These services are described in Section 5.

4.2 Requests for payment shall be submitted to the County to the attention of: Health & Human Services-AP at the following address: 3180 Center St. NE-Suite 2100, Salem, OR 97301. Final invoices are due no later than January 15, 2021.

#### **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

Pursuant to Oregon Health Authority Public Health Intergovernmental Agreement #159823-11, Program Element 01-06, COVID-19 Regional Active Monitoring, County must work with other

Local Public Health Agencies (LPHA) in the region to collaboratively support epidemiologic and surge capacity needs. County must ensure regular communication among the other LPHAs in the region, and compile and share regional data among these LPHAs. County will serve as a pass-through entity to distribute PE01-06 funds to LPHAs to support their Communicable Disease control programs. Services provided by the LPHAs include but are not limited to epidemiological investigations, diagnostic and consultative, early detection, education and prevention, appropriate immunizations, and collection and analysis of Communicable Disease and other health hazard data.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## **11. NOTICES**

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Yamhill County Public Health  
412 NE Ford Street  
McMinnville, OR 97128  
503-434-7525  
Fax: 503-472-9731

For County:

Marion County Health & Human Services  
Attn: Rebecca Werner  
3180 Center Street NE, Ste 2100  
Salem, Oregon 97301  
503-361-2795 Fax No. 503-364-6552  
rwerner@co.marion.or.us

## 12. SPECIAL REQUIREMENTS

CONTRACT DOCUMENTS, ORDER OF PRECEDENCE. This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated: this Contract less all exhibits,

Exhibit G: Required Federal Terms and Conditions

Exhibit H: Required Provider Contract Provisions

Exhibit I: Provider Insurance Requirements

Addendum No. 1: Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards

(signatures on following page)

**SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE**

Authorized Signature: [Signature] 11/3/20  
Ryan Matthews, Administrator Date

Authorized Signature: [Signature] 11/3/20  
Jeremiah Elliott, Sr. Admin. Svcs. Mgr. Date

Authorized Signature: [Signature] 1/23/2020  
Chief Administrative Officer Date  
Srv code: 2314 Acct. \_\_\_\_\_

Reviewed by Signature: [Signature] 11/20/20  
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 11/20/20  
Marion County Contracts & Procurement Date

**YAMHILL COUNTY SIGNATURE**

Authorized Signature: Lindsey Manfrin \_\_\_\_\_ Date: \_\_\_\_\_  
Digitally signed by Lindsey Manfrin  
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County,  
ou=PHS, ou=Public Health, cn=Lindsey Manfrin,  
email=manfrin@co.yamhill.or.us  
Date: 2020.12.01 16:43:52 -0800

Title: \_\_\_\_\_

Accepted by Yamhill County  
Board of Commissioners on  
12/10/2020 by Board Order  
# 20-435

**EXHIBIT G**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

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

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

- 15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities..

**EXHIBIT H**  
**REQUIRED SUBCONTRACT PROVISIONS**

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Subcontractor may not expend on the delivery of \_\_\_\_\_ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_.
  - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
  - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
  
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
  - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

**4. Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2019, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. **Required Subcontractor Insurance Language.**

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I  
SUBCONTRACTOR INSURANCE REQUIREMENTS**

**General Requirements.** LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

**TYPES AND AMOUNTS.**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

**Required by OHA**     **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

**3. COMMERCIAL GENERAL LIABILITY**

**Required by OHA**     **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

**4. AUTOMOBILE LIABILITY INSURANCE**

**Required by OHA**     **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

**5. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**6. "TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of:  
(i) the Subcontractor's completion and LPHA's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract.

Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## ADDENDUM NO. 1

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]