

Agreement Number 119615

**State of Oregon
Intergovernmental Agreement**

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This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Multnomah County Health Department
Lillian Shirley
Health Administrator
1120 Southwest 5th Avenue, 14th Floor
Portland, Oregon 97204
Phone number: (503) 988-3674
Fax number: (503) 988-4117
Email address: lillian.m.shirley@co.multnomah.or.us**

hereafter referred to as "Agency".

Work to be performed under this Agreement relates principally to the DHS'

**Public Health Emergency Preparedness Program
800 Northeast Oregon Street, Suite 305
Portland, Oregon 97232**

0607096

I. EFFECTIVE DATE AND DURATION

This Agreement shall be effective February 1, 2007 through August 31, 2007, regardless of the date it is actually signed by all applicable parties. Agreement termination or expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any default by Agency that has not been cured.

II. AGREEMENT DOCUMENTS

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

Exhibit A, Part 1:	Definitions
Exhibit A, Part 2:	Statement of Work
Exhibit A, Part 3:	Payment and Financial Reporting
Exhibit A, Part 4:	Special Terms and Conditions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Insurance
Exhibit D:	Required Federal Terms and Conditions
Exhibit E:	(RESERVED)

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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit D, (c) Exhibit A, (d) Exhibit B, (e) Exhibit C.

III. CONSIDERATION

- A. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is \$176,678.00. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- B. DHS will pay only for completed Work under this Agreement.

IV. AGENCY DATA AND CERTIFICATION

- A. Agency Tax Identification and Insurance Information. Agency shall provide Agency's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385. Social Security Numbers provided pursuant to this Section IV will be used for the administration of state, federal and local tax laws.

Please print and/or type the following information:

Name (exactly as filed with the IRS) COUNTY OF MULTNOMAH
Address 501 SE HAWTHORNE BLVD., PORTLAND, OR 97214
Telephone: (503) 988-3212 Facsimile: () - -

Proof of Insurance:

Workers Compensation – Insurance Company _____
Policy # _____ Expiration Date: _____
Professional Liability Insurance Company _____
Policy # _____ Expiration Date: _____
General Liability Insurance Company _____
Policy # _____ Expiration Date: _____
Auto Insurance Company _____
Policy # _____ Expiration Date: _____

Federal Tax I.D.# 93-6002309

The above information must be provided prior to Agreement approval. Agency shall provide proof of Insurance upon request by DHS or DHS designee. DHS may report the information set forth above to the Internal Revenue Service (IRS) under the name and taxpayer identification number provided.

- B. **Certification.** By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
1. The number shown in Section IV(A) is Agency's correct taxpayer identification and all other information provided in Section IV(A) is true and accurate; and
 2. Agency is not subject to backup withholding because:
 - i. Agency is exempt from backup withholding;
 - ii. Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified Agency that Agency is no longer subject to backup withholding.

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

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Approved By Agency

Authorized Signature Lillian Shirley / WS Title Director, Health Dept. Date 2/15/07

Approved By DHS

Authorized Signature _____ Title _____ Date _____

Approved for Legal Sufficiency:

Karl Goodwin, Assistance Attorney General, email approval in Agreement file,
dated December 29, 2006

DHS Contract Specialist:

Signature _____ Name (printed) _____ Date _____

EXHIBIT A: Statement of Work

Agency: Multnomah County Health Department
Agreement #: **119615**

I. DEFINITIONS:

- A. Health Resource Service Administration (HRSA)** is the federal agency of the Department of Health and Human Services that provides funds to Oregon through the National Bioterrorism Hospital Preparedness Program Cooperative Agreement, grant number U3RHS07549. This contract with the Regional Lead Agency is supported by federal grant funds from this program to carry out program activities with guidance and oversight from HRSA and the Oregon Department of Human Services (DHS or Department). This contract includes goals, activities, and outcomes described in the HRSA guidance document provided by HRSA for the Fiscal Year 2006 grant application. The State of Oregon applied for funds through the cooperative agreement and the application was approved. This contract will enable the activities set forth in the guidance document and the approved application. Both documents are available upon request from DHS.
- B. Healthcare Preparedness Region (HPR)** refers to one of the seven regions (with the boundaries and composition described in Appendix A to this Statement of Work). Regions have been designated to enhance preparedness planning and effective use of federal, state and local resources in preparedness work carried out under the HRSA bioterrorism cooperative agreement and related activities. More specifically, regionalization is intended to: 1) promote coordinated sharing of information on potential risks or threats and the response to these threats, and 2) to facilitate preparedness planning and budgeting. Regional boundaries are subject to change. Department retains the right to change boundaries with advance notice of 30 days.
- C. National Bioterrorism Hospital Preparedness Program (NBHPP)** is a federal program to improve the preparedness of hospitals and other health care providers to respond to bioterrorism attacks, outbreaks of infectious disease, chemical and radiation events and other public health emergencies. See the link to the HRSA NBHPP at <http://www.hrsa.gov/bioterrorism/>.
- D. Integrated HRSA Oversight Committee (IHOC):** An advisory subcommittee of the Health Preparedness Advisory Committee (HPAC) tasked with policy oversight of Oregon's HRSA NBHPP program.
- E. Incident Command System Standard:** The National Incident Management System's standard for facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, to perform domestic incident management activities in response to emergency incidents that have a significant public health impact.

- F. Regional Healthcare Preparedness Board (RHPB)** is an organization consisting of representatives of the healthcare delivery and public health systems in each of the seven Healthcare Preparedness Regions throughout the state. There is one RHPB in each region. The mission of each board is to develop plans to ensure an effective healthcare response to a wide range of emergencies (e.g., bioterrorism, chemical releases, explosions, and natural disasters). Each RHPB is responsible for guiding healthcare preparedness planning, identifying priority preparedness activities, developing regional budgets for use of HRSA funds and other available resources, and generally promoting effective and coordinated healthcare system preparedness within the region. RHPB activities and recommendations are reviewed by the Regional Lead Agency (RLA) and IHOC. The Department has final approval authority for activities, expenditures and purchases funded by the HRSA cooperative agreement.
- G. Regional Healthcare Response Plan (RHRP)** is the plan adopted by the Regional Healthcare Preparedness Board consistent with the requirements of Section V.A.3. of this Statement of Work. An RHRP is a healthcare response plan that a) defines a coherent regional approach to the response to emergencies with significant health impacts, and b) identifies and integrates existing and additional healthcare resources into the response. Healthcare resources are defined broadly to include, but not be limited to hospitals, ambulatory healthcare facilities (e.g., clinics and private practitioners' offices), specially-developed alternative care site, nursing homes, hospices, rehabilitation facilities, psychiatric and mental health facilities, and emergency medical services assets. Because the RLA and RHPB do not have statutory authority for emergency response, the RHRP must be operationalized and integrated into the emergency management systems and authorities existing in the region.
- H. Regional Lead Agency (RLA, or Contractor)** is a public or private organization within a HPR that enters into a contractual agreement with the Department to serve as primary contractor to perform the activities identified in this Statement of Work. The RLA identifies a director who is responsible for the implementation of this contract. The RLA will also employ a Regional HRSA Grant Coordinator (or coordinators) using funds from this contract. The Regional HRSA Grant Coordinator is a dedicated position with the authority to manage and perform the work of the RLA as defined in this Statement of Work. The RLA director supervises the Regional HRSA Grant Coordinator.
- I. Regional Lead Agency Budget (RLA Budget)** is the administrative budget that permits the RLA to hire the Regional HRSA Grant Coordinator and maintain an office system with which to carry out the functions of the RLA. The RLA will receive and manage RLA Budget funds directly from DHS.
- J. Regional Operations Budget** is the budget that the RLA develops in partnership with the RHPB, regional hospitals, and healthcare organizations. The Regional Operations Budget funds are not received by the RLA from DHS nor managed by the RLA; they will be dispersed through a separate contract with another recipient organization that

will act as a fiscal manager for DHS. The Regional Operations funds will go directly from the fiscal management organization to the hospitals and healthcare organizations for which the Regional Operations Budget was developed, with approval by DHS.

- K. Scenario events** are planning tools to focus HRSA state and regional healthcare response plan development. Examples include: Pandemic Influenza, earthquakes, explosions, and chemical releases.
- L. Surge Capacity Event:** An emergency (e.g., bioterrorism event, chemical release, etc.) with health or healthcare impacts that have the potential to stress or overwhelm healthcare delivery system capacity. HRSA defines a bioterrorism or infectious disease “surge” event as one that has the potential to create 500 additional acutely ill patients per 1 million population.
- M. Tiered Response Systems:** Refer to the federal Department of Health and Human Services 2004 manual (Manual, available upon request from DHS), *Medical Surge Capacity and Capability: A Management System for Integrating Medical and Health Resources During Large-Scale Emergencies*. Six tiers exist in this concept for managing the health and medical response to mass casualty or complex incidents.
- **Tier 1** includes the community’s primary sites of direct medical evaluation and treatment. It includes hospitals, clinics, offices, facilities, and services of individual or integrated healthcare systems. A Tier 1 response features various local healthcare assets operating independently in an emergency response.
 - **Tier 2** represents a healthcare coalition that organizes the individual assets described in Tier 1 into a single functional approach to providing healthcare surge capacity and surge capability. Mutual aid agreements among healthcare entities, and shared self-governance among healthcare provider entities within a defined geographic area are hallmarks of a Tier 2 response.
 - **Tier 3** (jurisdiction incident management) is based on a) operational integration of the healthcare response with the activities of fire, EMS, law enforcement, public health, public works, and other traditional response agencies, and b) functional integration of the healthcare response into the community’s emergency management system. Healthcare is thus part of the larger community response, and operates as a part of that system.
 - **Tier 4** is the state response and coordination of intrastate jurisdictions. It addresses situations in which the state is considered the lead incident management authority.
 - **Tier 5** is interstate regional management coordination;
 - **Tier 6** is federal response to support state and locals.

- N. Centers for Disease Control and Preparedness Cooperative Agreement Guidance for Public Health Emergency Preparedness:** guidance for state and local public health jurisdictions' preparedness for and response to terrorism, pandemic influenza, and other public health emergencies with federal, state, local, and tribal governments, the private sector, and non-governmental organizations. See the link to the guidance at <http://www.bt.cdc.gov/planning/coopagreement/#fy06>.
- O. Hospitals and Healthcare Organizations (H/HCO)** are public, private, and non-profit agencies within the state and regions of the state that provide medical or emergency response assistance due to a public health or large-scale medical event, and are likely sub-recipients of funds from HRSA Cooperative Agreement.
- P. Approved Planning Framework** is a set of scenarios and standard capabilities and capacities that will be needed in order for the RLA to develop a RHRP. The scenarios include Pandemic Influenza, earthquake, a large explosive event that could result in many trauma victims, and a chemical event that could result in many victims. The scenarios are defined by HRSA through a regional hazard and vulnerability assessment and the US Department of Homeland Security National Planning Scenarios. The Approved Planning Framework will be developed specifically for the regions in Oregon, so that the RLA can develop a RHRP for its region.
- Q. Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP)** is a system of electronic databases which contains identifying information and certifies the qualifications of individual healthcare providers. The purpose of the ESAR-VHP is to have a data source of healthcare providers who can be notified of a medical surge event, mobilized to respond, and ensure that qualifications, liability, and compensation issues are settled before there is an emergency that would require these volunteers.
- R. Hospital Capacity (HOSCAP)** is an Internet website with a database of information about hospitals in the state. The information provides the status of the hospitals in terms of bed capacity, numbers of patients, divert status, etc. The HOSCAP allows emergency managers and planners to know each hospital's situation in order to allocate patients and resources.
- S. Alternative Treatment Facilities** are places in addition to hospitals and include long-term care, private physician offices, clinics, and any other health or medical asset that may be brought to bear during major medical response.

II. PURPOSE OF THE NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM (NBHPP)

The purpose of the NBHPP is to fully integrate emergency procedures among healthcare resources: hospitals, acute care medicine, emergency medical services (EMS), local public health agencies, tribal health centers and other health assets into appropriate jurisdictional emergency operations plans.

III. PROJECT PURPOSE AND OVERVIEW:

This Statement of Work is intended to guide and specify the services, activities and deliverables expected and required of the RLA in promoting healthcare preparedness for emergencies in Oregon.

The RLA is responsible for promoting and enlisting the cooperation of H/HCO to improve the capacity and capability of the healthcare delivery system within the region to respond effectively and efficiently to the health impacts of emergencies, including complex and large scale emergencies. In doing this work, the RLA shall utilize a) the tiered response framework (See below and the Definitions section), and b) priority response scenarios and concepts of operations as approved by IHOC and the Department (to be developed by April 2, 2007).

A. Expectations re: Tiered Response Framework:

1. **Tier 1.** The RLA shall facilitate development, implementation, exercising, and refinement of response capacities and capabilities on the part of individual hospitals and other health care organizations (H/HCOs) (e.g., medical practices, clinics, behavioral health providers, etc.). The goal of this work is to assure that H/HCOs are able to respond individually in a consistent and effective manner to a range of emergencies with significant health impacts.
2. **Tier 2.** The RLA shall engage H/HCOs and other healthcare and community partners to facilitate development of mechanisms to ensure that there is a coordinated healthcare system response within the region to a range of emergencies with significant health impacts, as determined by the Approved Planning Framework. Contractor shall facilitate the development of Memoranda of Understanding (MOUs) among H/HCOs that are considered to be a necessary and core mechanisms for achieving a coordinated response. Contractor shall facilitate the development of other mechanisms (for example, specified communications protocols and communications systems among H/HCOs) to assure an effective Tier 2 response.
3. **Tier 3.** The RLA shall engage H/HCOs, a wide range of other relevant healthcare partners, local emergency management agencies within the region, and a range of other community responders to develop a Regional Healthcare Response Plan that provides for:
 - a. effective coordination among the healthcare and other responders (e.g., police, fire, etc.), and
 - b. effective integration of the healthcare response into existing emergency management system(s) within the region.

Beyond engaging stakeholders, this Tier 3 work requires that the RLA (with participation of its partners and stakeholders) develop, exercise, and refine a Regional Healthcare Response Plan that can be implemented in the event of an emergency. Contractor shall engage a wide range of health care and other

responders be engaged, for example, H/HCOs, Emergency Medical Services, home health, nursing homes, medical clinics, fire, police, and others as locally appropriate. The Regional Healthcare Response Plan must be developed and documented in ways that are appropriate to the methods typically used by healthcare and emergency management organizations in the region. It must be integrated with county, state and higher-level plans (Tiers 4 – 6) as these are developed and approved by IHOC, the Department, and other appropriate advisory groups and authorities. The Contractor shall provide a draft RHRP for review by DHS.

B. Expectations regarding Approved Planning Framework

Since the RLAs were first implemented in 2004, healthcare system preparedness work has been carried out based on priorities determined primarily at the local/regional level. Implementation of the Tiered response framework by HRSA in 2006 requires both a consistent set of preparedness targets shared by all regions, and clear expectations and approaches for developing a coordinated response among regions and with the state (and other higher-level resources). These targets, and expectations and approaches were under development at the time this Statement of Work was adopted.

The Department expects the RLA to:

1. Participate in the development of a statewide framework that specifies consistent response capacity and capability targets for all regions. This framework may include one or more priority scenarios, specific quantitative response targets (e.g., specified inpatient bed surge capacity, etc.), and specified healthcare incident objectives as planning tools or requirements.
2. Participate in the development of a concept of operations and more detailed operational planning for coordinated inter-regional and statewide healthcare responses to large and complex incidents.
3. Utilize and adhere to the above methods and approaches in carrying out work specified by this Statement of Work.

For purposes of integration of these requirements and expectations into this Statement of Work, it is assumed that a) various individuals and groups (including but not limited to RLA Directors, IHOC, and Regional Coordinators) will have an opportunity to review and participate in approval of these frameworks, and b) these requirements and expectations will be clearly documented and made part of this Statement of Work through addendum, side letter or other formal mechanism. The framework will be developed so that the RHRP can be drafted; the framework will be subject to improvements throughout the contract until such time as the regional draft is submitted.

IV. GENERAL TASKS REQUIRED OF THE REGIONAL LEAD AGENCY (RLA)

- A.** The Contractor shall be responsible for performing the tasks and deliverables outlined in this Statement of Work.
- B.** Required and Allowed Use of Funds Received from DHS are subject to approval by the Department. The RLA shall utilize funds from the Department to:
 - 1.** Employ key regional planning staff, including a Regional HRSA Grant Coordinator. The Coordinator must be an employee or contractor, and have duties devoted to development, implementation and maintenance of healthcare preparedness in the region consistent with the conditions of this Statement of Work.
 - 2.** Provide office space, and other necessary materials and services to support the work of the planning staff, and
- C.** Contractor shall provide general supervision and oversight of the work of Regional Planning Staff. It is understood that the Regional Healthcare Preparedness Board may provide the Regional Planning Staff with direction on preparedness and response policies, and on expenditures to be undertaken in accordance with the Regional Operational Budget. The Department has final approval authority for activities, expenditures and purchases funded by the HRSA cooperative agreement.
- D.** Contractor shall develop an RLA Budget to cover agency costs for staffing and support services as defined in section IV.B. This budget is separate from the Regional Operational Budget that specifies expenditures of funds that are provided by the Department to health care organizations to support these organizations' preparedness activities. The Department has final approval authority for activities, expenditures and purchases funded by the HRSA cooperative agreement.
- E.** Contractor shall participate as necessary with the Department to assure appropriate and consistent statewide implementation of Oregon's National Bioterrorism Hospital Preparedness Program. Activities associated with such participation include, but are not limited to:
 - 1.** Attending monthly Regional HRSA Grant Coordinators' meetings; participate in conference calls with the state and local health departments, and other meetings requested by the Department.
 - 2.** Submission to DHS of required documents (e.g., reports, narratives, minutes, and exercise schedules) in a timely fashion.
 - 3.** Participation in preparation of the Department's annual HRSA program application by providing to the Department information necessary to support the State's application(s) to HRSA for future funding (to include, for example, budget proposals, recommendations, and regional preparedness status information, etc.).

4. Participation in annual and other periodic program evaluation activities to include:
 - a. Providing documentation to DHS that identifies local and regional medical surge capacity and capability,
 - b. Submitting copies of model or executed MOUs among H/HCOs,
 - c. Submitting resource lists including services, personnel, goods, and supplies within the region that are potentially available during a medical surge event,
 - d. Submitting a draft Regional Healthcare Response Plan as set forth in section V.3., by June 30, 2007.
5. Participation in defined processes to better integrate HRSA NBHPP healthcare preparedness and CDC Public Health Preparedness goals and activities. The processes and integration are in reference to Program Element #12, which is in a contract the Department has with county health departments to carry out related public health emergency preparedness goals and activities. The contract (or interagency agreement) can be obtained from DHS upon request.
6. Participation in processes to evaluate the effectiveness of Oregon's NBHPP Program to include:
 - a. Providing input into the design of the evaluation processes and measures, and drawing on the RLA's experience, professional expertise, and judgment,
 - b. Participating in the evaluation processes.

V. SPECIFIC TASKS REQUIRED OF THE REGIONAL LEAD AGENCY (RLA)

- A. The Contractor shall perform the following tasks within the timelines set forth in Appendix: B:
 1. *Contractor shall develop, support and maintain an effective Regional Health Preparedness Board, which include, but are not limited to the Contractor's obligation to:*
 - a. Identify and recruit appropriate members for the RHPB to include:
 - i. All Hospitals within the Healthcare Preparedness Region (HPR);
 - ii. All Local Health Departments within the HPR;
 - iii. Representation from each of the following sectors of the healthcare delivery system. It is not the intent that all individual

entities that comprise each sector be members of the RHPB. Where appropriate, each of the following groups should be represented (listed without preference or priority) on the RHPB:

- 1) Emergency Medical Services (EMS);
- 2) Tribal health care providers;
- 3) Medical societies or other representatives of the community of practicing physicians;
- 4) Individual Practice Associations (IPAs);
- 5) "Major/large" medical groups (subject to local interpretation);
- 6) Safety net clinics (including but not limited to FQHCs)
- 7) County and other local emergency management agencies (as appropriate)
- 8) Other first response agency representatives from the region as appropriate (e.g., there are HAZMAT teams in some but not all regions; there are special fire districts as well as fire departments.)

iv. The Public Health Preparedness Liaison(s) within the region shall be invited to attend, but are not members of the RHPB.

- b. Contractor shall serve as the staff to the Regional Health Preparedness Board.
- c. In concert with the RHPB, Contractor shall develop and maintain a written charter that outlines the Board's mission and governance.
- d. Contractor shall ensure that the Department has copies and timely updates of the RHPB's charter and current membership.
- e. Contractor shall ensure that the RHPB meets as often as necessary (no less than four times a year).
- f. Contractor shall ensure that meeting minutes and other records of RHPB activities and decisions are appropriately maintained, and periodically submitted to the Department.

2. ***Budgeting and Financial Expectations shall conform to HRSA program cost directives for this cooperative agreement (U#RHS07549).***

- a. In concert with the RHPB, Contractor shall develop an annual Regional Operations Budget as described in section I.J. for utilization of HRSA FY 2006 (September 2006 - August 2007) funds for Department approval and fiscal reviews.

This budget is to include requests for expenditures of NBHPP funds by H/HCOs and other partnering organizations within the region.

- b. In concert with the RHPB, Contractor shall develop an annual RLA Budget and an annual Regional Operations Budget for utilization of HRSA FY 2007 (September 2007 - August 2008) funds.

The draft budgets must be submitted by June 30, 2007 for inclusion with the Cooperative Agreement application for FY 2007.

- c. Contractor shall be subject to participating in fiscal reviews of awards made under the Contract. Contractor shall maintain records relevant to these reviews in accordance with records retention requirements referenced in Exhibit B Expenditure Report (ER), and applicable Federal requirements.
- d. Contractor shall participate in planning with H/HCO participants on the purchase of equipment funded by HRSA.
- e. Contractor shall maintain an accurate inventory of regional resources, including equipment purchased by with HRSA funds by H/HCOs and other community partners, in a format specified by the Department to be used as a tool to determine potential availability of materiel during an emergency.
- f. Contractor shall transmit Department's expectations and requirements regarding use of funds, budgeting, and other financial issues to H/HCOs.

3. *Develop a Regional Healthcare Response Plan*

- a. With the participation of a wide range of other relevant healthcare partners, local emergency management agencies, and other community responders, Contractor shall create and submit to the Department a draft Regional Healthcare Response Plan by June 30, 2007.
- b. Contractor shall assure that the draft Regional Healthcare Response Plan addresses:
 - i. coordination among the healthcare and other responders (e.g., police, fire, etc.), and

- ii. integration of the healthcare response into existing emergency management system(s) within the region.
- c. Contractor shall assure that the draft Regional Healthcare Response Plan shall at a minimum:
 - i. Include procedures for coordinating the healthcare responses of hospitals, other major healthcare organizations, and responders in non-health disciplines to medical surge capacity events,
 - ii. Include procedures for coordination with adjacent Healthcare Preparedness Regions, and the state's health response to medical surge capacity events,
 - iii. Be attached to or otherwise integrated with health and medical annexes of the emergency plans of each county within the healthcare preparedness region,
 - iv. Describes how the Incident Command System and other National Incident Management System components will be utilized in the response,
 - v. Defines for the region minimum healthcare capacities and capabilities that are in conformance with the Department's Planning Framework (when approved). Subject to further specification in the Approved Planning Framework, capacities and capabilities include:
 - Providing medical care for multiple critically ill patients resulting from an emergency,
 - Implementing protocols to assure patients are appropriately transferred and referred for medical care,
 - Sustaining a Tier 1 healthcare response to an emergency for up to 72 hours without outside assistance,
 - Utilizing common medical emergency response protocols throughout the region,
 - Identify regional sources and availability of equipment, supplies, personnel and other necessary resources,
 - Providing and receiving mutual aid, evidenced by signed mutual aid agreements.
- d. Contractor shall develop a plan to train and exercise the Regional

Healthcare Response Plan to include:

- i. Plan components to be exercised, and exercise objectives,
 - ii. Types of exercises to be employed, and the corresponding schedule of exercises,
 - iii. Proposed participants,
 - iv. Methods for evaluation and after-action follow-up, in conformance with the document, Homeland Security Exercise and Evaluation Program, which describes the national standards. A copy is available from DHS.
4. Contractor shall participate with the Department in developing an effective state/regional/local approach to identifying and utilizing volunteers to include:
 - a. Developing systems for identifying and recruiting appropriate volunteers for response during a medical surge capacity event,
 - b. Developing and implementing a volunteer registry and management system (ESAR-VHP, see definition section I.Q.).
5. As appropriate to the Approved Planning Framework and the Regional Healthcare Response Plan, Contractor shall develop plans for alternative treatment facilities to include:
 - a. Use of appropriate tools and resources (e.g., from the Agency for Healthcare Research and Quality, as supplied from DHS and AHRQ),
 - b. Appropriate prioritization of alternative care site plans relative to other regional capacities and capabilities
 - c. Integration into the overall approach of the Regional Healthcare Response Plan, including mechanisms necessary for implementation (e.g., memoranda of understanding, protocols, etc.).
6. Contractor shall participate with the Department in implementing systems to track hospital bed availability and other critical resources:
 - a. Implement HOSCAP or other state-specified systems within the region,
 - b. Include use of HOSCAP in regional exercises to identify gaps in preparedness or response.
7. Contractor shall promote competency-based training within the region as needed to support development of surge capacity and capability.

VI. DELIVERABLES FROM REGIONAL LEAD AGENCY

- A.** The RLA shall provide a proposed RLA budget for staff and staff operations, and a regional budget for planning, exercises, materials, equipment, contracts, etc., for the next contract year by June 30, 2007.
- B.** The RLA shall provide to DHS reports on specific progress made in performing the activities described in Sections IV. & V., using a template provided by DHS by the dates in Appendix B.
- C.** The RLA shall complete and submit the expenditure reporting form attached to this contract as Appendix C.: Expenditure Report (ER) HRSA Program. The completed form shall be sent to the DHS Contract Administrator by the dates in Appendix B.
- D.** Additional reports may be required as reasonable and requested by the Department or federal partners for ongoing program review and guidance activities, which include HRSA Progress Reports, performance measures, minimum levels of readiness and sentinel indicators as provided by HRSA. DHS retains the right to review, seek clarification, and accept the report products.

**Appendix A to Exhibit A (Statement of Work):
Healthcare Preparedness Region (HPR)**

1. The Healthcare Preparedness Region is a geographic unit for surge capacity planning for a bioterrorism or public health emergency and is composed of groupings of contiguous counties.
2. There are seven Healthcare Preparedness Regions in Oregon.
3. The following is the list of Healthcare Preparedness Regions, Regional Lead Agencies, and counties in each region:

Healthcare Preparedness Region (HPR)	Regional Lead Agency	Counties in HPR
1	Multnomah County Health Department	Multnomah Clackamas Washington Columbia Clatsop Tillamook
2	Samaritan Health System	Yamhill Polk Marion Linn Benton Lincoln
3	Douglas County Health and Social Services	Lane Douglas Coos Curry
5	Jackson County Health Department	Jackson Josephine
6	Mid Columbia Medical Center	Hood River Wasco Sherman Gilliam
7	AHEC Cascade East (under St Charles Medical Center)	Deschutes Jefferson Wheeler Crook Grant Klamath Lake Harney
9	Center for Human Development, Inc.	Morrow Umatilla Wallowa Union Baker Malheur

Appendix B to Exhibit A (Statement of Work):

Timeline of Deliverables:

Required Activity:	Due Date	Responsible Party
Provide Regional Health Preparedness Board Charter and membership list	3/1/2007	RLA
First Narrative Report and Expenditure Report due for the period Feb. 1, 2007-May 31, 2007	6/15/2007	RLA
Draft Regional Preparedness Plan	6/15/2007	RLA
Detailed FY 2007 (September 1, 2007 to August 31, 2008) RLA budget and regional operational budget	6/30/2007	RLA
Second Narrative Report for period June 1, 2007-August 29, 2007 and Expenditure Report for period June 1, 2007-July 31, 2007	8/29/2007	RLA

EXHIBIT A

Part 2 Consideration

I. CONSIDERATION

Based on DHS' receipt and approval of proposed budget from the RLA as described in Section VLD., DHS will pay Contractor for the work and deliverables described in this Statement of Work as follows:

General: RLA will receive up to \$176,678.00 for Regional HRSA Grant Coordinator activities, which will be dispersed as follows:

Based on DHS' receipt of monthly invoices and approval of reports from RLA summarizing the work performed during the previous reporting period, DHS will pay RLA monthly, amounts up to and including sum of \$25,240.00 (1/7th of \$176,678.00).

EXHIBIT A
Part 3
Special Terms and Conditions

I. SPECIAL PROVISIONS

A. Confidentiality of Client Information

1. All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
2. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
3. DHS, Contractor and any subcontractor will share information as necessary to effectively serve DHS clients.

B. Information Privacy/Security

If the Work performed under this contract requires Contractor to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, Contractor shall comply and require subcontractors to comply with information security requirements imposed under this section. For purposes of this section, "Information Asset" refers to all confidential information in any form (e.g., written, verbal, oral or electronic) for which DHS determines requires security measures, including confidential information created by DHS, gathered for DHS or stored by DHS for external parties. All other terms not defined in this section shall have the meaning used in the HIPAA Security Rules, 45 CFR § 164.304.

1. The Contractor shall comply with the following requirements. For purposes of this section, all requirements imposed on Contractor shall also apply to its officers, employees, agents and subcontractors that have access to any DHS information computer system or other DHS Information Asset, and Contractor shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any DHS computer system or other DHS Information Asset. Contractor shall:
 - a. Cooperate with the DHS contract administrator in identifying Information Assets that will be utilized in the performance of the Work and applicable security measures that will be undertaken to protect the

Information Assets, and provide updated information to the DHS contract administrator within fourteen (14) calendar days of the date such information changes for any reason;

- b. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of the DHS. Contractor's security measures must be documented in writing and be available for review by DHS upon request. DHS review of the reasonableness of security measures, as well as Contractor's compliance with DHS assigned access control or security requirements, will take into account the Contractor's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of information assets by Contractor, its officers, employees, agents or subcontractors.
- c. Prevent any unauthorized access to or disclosure of DHS information systems or information assets.
- d. Take necessary actions to comply with DHS determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by DHS;
- e. Keep any DHS-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Contractor and its agents or subcontractors in accordance with security requirements or access controls assigned by DHS; and make available to DHS upon request all information about contractor use or application of access-controlled DHS computer systems or Information Assets.
- f. Report to the DHS, Information Security Office, and to the DHS contract administrator, any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to the DHS Information Assets. Contractor shall report in the following manner:

 - (i) Report to the DHS, Information Security Office, and to the DHS contract administrator, in writing within five (5) business days of the date on which Contractor becomes aware of such incident; and
 - (ii) Provide the DHS, Information Security Office, and the DHS contract administrator, the results of the incident assessment findings and resolution strategies

Contractor will comply with DHS requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

2. If DHS determines that Contractor's security measures or actions required under subsection (1) of this section are inadequate to address the security requirements of DHS, DHS will notify the Contractor. DHS and Contractor may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to DHS cannot be agreed upon, DHS reserves the right to take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access, or amending or terminating the contract.
3. DHS reserves the right to request additional information from Contractor related to security measures, and to change, suspend or terminate access to or use of a DHS computer system or Information Assets by Contractor, its officers, employees, agents or subcontractors.
4. Wrongful use of DHS computer systems, wrongful use or disclosure of Information Assets by Contractor, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this contract, in the sole discretion of DHS. DHS may also pursue any other legal remedies provided under the law.

C. Anticipated Amendments

All amendments shall comply with applicable statutes and administrative rules.

1. Circumstances Requiring Amendments. Agency may request Contractor to provide additional quantities of Work in the event the parties expend the maximum, not-to-exceed compensation payable to Contractor, and additional quantities of Work must be performed to meet Agency program needs. Agency may also request Contractor to provide additional quantities of Work that may be required after the expiration date of this Contract to meet Agency program needs or may determine a need for Contractor to perform new Work within the scope of the solicitation, if any, and if no solicitation to the extent permitted by applicable statutes and administrative rules. Also, Agency may request a change in the Statement of Work to conform to legislative, administrative rule requirements or to meet an operational or practice change. In addition, Agency may decrease the quantity of Work or delete Work, and correspondingly decrease the maximum, not-to-exceed compensation payable to Contractor if Agency program needs are less than originally anticipated by Agency, and/or if legislative action so requires in the exercise of Agency's reasonable administrative discretion. Agency may also increase the rate payable to Contractor to meet legislative action, changes in applicable rules, operations and

practice, changes in the market place or increases in Agency standard payment rates. To address the circumstances described in this Section C.1. the parties may amend this Contract in accordance with Section C.2.

2. Scope of Amendments. During the term of this Contract, one or more of the following amendments may be made to this Contract:
 - a. Amendments to extend the term of this Contract for additional periods;
 - b. Amendment to increase the quantity of Work;
 - c. Amendments to add new Work within the scope of the solicitation, if any, or if no solicitation, to the extent permitted by applicable statutes and administrative rules;
 - d. Amendments to increase the maximum, not-to-exceed compensation payable to Contractor to cover new Work or additional quantity of Work added to the Contract;
 - e. Amendments to conform the Work to legislative, administrative rule requirements, operational and practice changes;
 - f. Amendments to delete Work;
 - g. Amendments to decrease the maximum, not-to-exceed compensation payable to Contractor; and
 - h. Amendments to increase the rate payable to Contractor, but only in the circumstances described in Section C.1.
3. Amendment Process. Upon identification of any of the circumstances set forth in Section C.1., requiring an amendment to this Contract by either party, the parties may enter into negotiations regarding the proposed amendment to this Contract. All amendments must comply with Exhibit B, Section 20 of the Contract document.

EXHIBIT B

STANDARD TERMS & 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 DHS or any other agency or department of the State of Oregon, and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
2. **Compliance with Law.** Agency shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by DHS related to public health programs; (c) all state laws requiring reporting of Agency Client abuse; (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. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Agency, 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties**
 - a. **Agency's Representations and Warranties.** Agency represents and warrants to DHS that
 - (i) Agency has the power and authority to enter into and perform this Agreement,
 - (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms,
 - (iii) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession,
 - (iv) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and

(v) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Funds Available and Authorized; Payments.** Agency shall not be compensated for Services performed under this Agreement by any other agency or department of the State of Oregon or the federal government. DHS certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within DHS' current biennial appropriation or limitation. Agency understands and agrees that DHS' payment of amounts under this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between Agency and DHS, result in payments to Agency to which Agency is not entitled, DHS, after giving written notification to Agency, may withhold from payments due to Agency such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

7. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by Agency or a Provider in connection with the Services. With respect to that portion of the intellectual property that the Agency owns, Agency grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 7.a(i) on DHS' behalf, and (iii) sublicense to third parties the rights set forth in Section 7.a(i).
- b. If state or federal law requires that DHS or Agency grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then Agency shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by Agency in connection with the Services, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to Agency to use, copy, distribute, display, build upon and improve the intellectual property.
- c. Agency shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. **Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

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

9. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

10. Termination.

- a. **Agency Termination.** Agency may terminate this Agreement in whole or in part:
 - (i) For its convenience, upon at least three calendar months advance written notice to DHS, with the termination effective as of the first day of the month following the notice period;
 - (ii) Upon 45 days advance written notice to DHS, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion;

- (iii) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice; or
- (iv) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Agency no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:

- (i) For its convenience, upon at least three calendar months advance written notice to Agency, with the termination effective as of the first day of the month following the notice period.
- (ii) Upon 45 days advance written notice to Agency, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the DHS may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken.
- (iii) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice.
- (v) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or

changed in such a way that Agency or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification.

- (vi) Immediately upon written notice to Agency, if DHS determines that Agency or any of its sub-contractors have endangered or are endangering the health or safety of a Client or others.

11. Effect of Termination

a. Entire Agreement.

- (i) Upon termination of this Agreement in its entirety, DHS shall have no further obligation to pay Agency under this Agreement.
- (ii) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform work under this Agreement.

b. Termination In Part.

- (i) Upon termination by DHS of part of the work, DHS shall have no further obligation to pay Agency under this Agreement for that work.
- (ii) Upon termination by DHS of part of the work, Agency shall have no further obligation to perform that work.
- (iii) Upon termination by Agency of a part of the work, DHS shall have no further obligation to pay Agency under this Agreement for that work.

c. Obligations and Liabilities.

Notwithstanding Section 11(a) and (b) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

- 12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 13. **Insurance.** AGENCY shall maintain insurance as set forth in Exhibit C, which is attached hereto.
- 14. **Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make

excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Force Majeure.** Neither DHS nor Agency shall be held responsible for delay or default caused by fire, riot, acts of God, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of DHS or Agency. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
16. **Assignment of Agreement, Successors in Interest.**
 - a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
17. **SubAgreements.** Agency shall not enter into any subagreements for any of the Services required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, Agency shall include in any permitted subagreement under this Agreement provisions to ensure that DHS will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 14, 16, 17, 18, and 20 of this Exhibit B. DHS' consent to any subagreement shall not relieve Agency of any of its duties or obligations under this Agreement.
18. **No Third Party Beneficiaries.** DHS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
19. **Amendment.** DHS may amend this Agreement to the extent provided in the solicitation document, if any, from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

20. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
21. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 18, and 21 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
22. **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, or mailing the same, postage prepaid to Agency or DHS at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against DHS, any notice transmitted by facsimile must be confirmed by telephone notice to DHS' Office of Contracts and Procurement at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
Department of Human Services
500 Summer St NE, E03
Salem, OR 97301-1080
Telephone: 503-945-5818
Facsimile Number: 503-378-4324

AGENCY: Multnomah County Health Department
Lillian Shirley
Health Administrator
1120 Southwest 5th Avenue, 14th Floor
Portland, Oregon 97204
Phone number: (503) 988-3674
Fax number: (503) 988-4117
Email address: lillian.m.shirley@co.multnomahor.us

23. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
24. **Counterparts.** This Agreement 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 this Agreement so executed shall constitute an original.
25. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

During the term of this Agreement, Agency shall maintain in force at its own expense, each kind of insurance noted below:

1. Required by DHS of Agencies with one or more workers, as defined by ORS 656.027.

Workers' Compensation: All employers, including Agency, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agency shall require and ensure that each of its sub-contractors complies with these requirements.

2. ☒ Required by DHS ☐ Not required by DHS.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.

3. ☒ Required by DHS ☐ Not required by DHS.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the State of Oregon, Department of Human Services and their clusters, officers and employees are Additional Insureds but only with respect to the Agency's services to be provided under this Agreement;

4. ☐ Required by DHS ☒ Not required by DHS.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$0.00 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. It shall provide that the State of Oregon, Department of Human Services and their divisions, officers and employees are Additional Insureds but only with respect to the Agency's services to be provided under this Agreement;

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Agency or its insurer(s) to Department of Human Services;

6. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, the Agency shall furnish acceptable insurance certificates to Department of Human Services upon request. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

EXHIBIT D

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to any other requirements prescribed in Exhibit A, Agency shall comply and, as indicated, cause all sub-contractors to comply with the following federal requirements. 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.** Agency shall comply and require all sub-contractors to comply with all federal laws, regulations, executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all sub-contractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (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, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, 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 the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all sub-contractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all sub-contractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), 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 (40 CFR Part 15), 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 DHS, HHS and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all sub-contractors to include in all contracts with sub-contractors receiving more than \$100,000, language requiring the sub-contractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Agency shall comply and require all sub-contractors 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 (Pub. L. 94-163).

5. **Truth in Lobbying.** The Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, 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 Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency 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.

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, 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.

6. **HIPAA Compliance.** If the Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Agency agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Agreement are covered by HIPAA. Agency shall comply and require all sub-contractors to comply with the following:

- a. **Privacy and Security Of Individually Identifiable Health Information** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 410-014-0000 *et. seq.*, or DHS Notice of Privacy Practices, if done by DHS. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at <http://www.dhs.state.or.us/policy/admin/infosecuritylist.htm>, or may be obtained from DHS.
- b. **Data Transactions Systems** If Agency intends to exchange electronic data transactions with DHS in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Agency shall execute an EDI Trading Partner Agreement with DHS and shall comply with DHS EDI Rules.

- c. **Consultation and Testing** If Agency reasonably believes that the Agency's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Agency shall promptly consult the DHS Information Security Office. Agency or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.

7. **Resource Conservation and Recovery.** Agency shall comply and require all sub-contractors 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 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 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 Parts 247-253.
8. **Audits.** Agency shall comply and, if applicable, cause a sub-contractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
9. **Debarment and Suspension.** Agency shall not permit any person or entity to be a sub-contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 45 CFR part 76.) 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. Sub-contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** Agency shall comply and require all sub-contractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency 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 Agency's workplace or while providing services to the DHS Clients. Agency's notice shall specify the actions that will be taken by Agency 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, Agency'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) 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) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) 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); (viii) Require any sub-contractor to comply with subparagraphs (i) through (vii); (ix) Neither Agency, or any of Agency's employees, officers, agents or sub-contractors 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 Agency or Agency's employee, officer, agent or sub-contractor has used

a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or sub-contractor's performance of essential job function or creates a direct threat to the DHS 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; (x) Violation of any provision of this subsection may result in termination of the Agreement.

11. **Pro-Children Act.** Agency shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).
12. **Medicaid Services.** Agency 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 USC 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency'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.
13. **Agency-based Voter Registration.** Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

EXHIBIT E
Required Sub-Contractor Provisions
(RESERVED)