



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: July 11, 2019

Department: Health & Human Services

Agenda Planning Date: July 3, 2019

Time required: 10

Audio/Visual aids

Contact: Katrina Rothenberger, Division Director

Phone: 503-373-3787

Department Head Signature:

**TITLE** Title V Maternal and Child Services Block Grant Subaward Agreement- Oregon Health Science University (OHSU)

Issue, Description & Background OHSU funds Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) which provides that children and youth with special health care needs are supported by a comprehensive system of care.

Financial Impacts: Total funding for FY2018-2024 is \$366,225.

Impacts to Department & External Agencies The Health and Human Services Department anticipates no impact on other departments.

Options for Consideration: 1. Approve Title V Maternal and Child Services Block Grant Subaward Agreement  
2. Deny approval of Title V Maternal and Child Services Block Grant Subaward Agreement  
3. Take no action at this time.

Recommendation: The Health and Human Services Department recommends approval of Title V Maternal and Child Services Block Grant Subaward Agreement

List of attachments: Title V Maternal and Child Services Block Grant Subaward Agreement

Presenter: Katrina Rothenberger

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to: Rebecca Werner rwerner@co.marion.or.us



# Contract Review Sheet

Contract #: HE-2925-19

Person Sending: Rebecca Werner Department: Health and Human Services

Contact Phone #: 503-361-2795 Date Sent: \_\_\_\_\_

Contract  Amendment# \_\_\_\_\_  Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: Title V Maternal and Child Services Block Grant-OHSU

Contractor's Name: Oregon Health Sciences University

Term - Date From: October 1, 2018 Expires: June 30, 2024

Contract Total: \$366,225.00 Amendment Amount: \_\_\_\_\_ New Contract Total: \$366,225.00

Source Selection Method: Exemption (identify rule/statute) # 50-0010 General Exemption

**Additional Considerations (check all that apply)**

- Board Order# \_\_\_\_\_
- Incoming Funds
- Independent Contractor (LECS) approval date: \_\_\_\_\_
- Insurance Waiver (attach)
- CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

**Description of Services or Grant Award:**

OHSU funds Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) which provides that children and youth with special health care needs are supported by a comprehensive system of care. Total funding for FY2018-2024 is \$366,225 and contract term is through June 30, 2024.

**FOR FINANCE USE**

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REQUIRED APPROVALS:**

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_  To be filed  Added to master list


Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures

## FDP Fixed Price Research Subaward Agreement

<b>Federal Awarding Agency:</b> Other PHS [Type in Agency]		HRSA
<b>Pass-Through Entity (PTE):</b>		<b>Subrecipient:</b>
Oregon Health & Science University		Marion County Health & Human Services Department
PTE PI: Benjamin Hoffman	Sub PI: Patty Vega	
PTE Federal Award No: B04MC31511	Subaward No: 1015198_MARION	
Project Title: Title V: Maternal & Child Services		
<b>Subaward Period of Performance (Budget Period):</b>		<b>Amount Funded This Action (USD):</b> \$ 73,245.00
Start: 10/01/2018	End: 09/30/2019	
<b>Estimated Project Period (if incrementally funded):</b>		<b>Incrementally Estimated Total (USD):</b> \$ 366,225.00
Start: 10/01/2018	End: 09/30/2024	

### Terms and Conditions

1. PTE hereby awards a fixed price Subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed and milestone payment amount, Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the appropriate party's Financial Contact, shown in Attachment 3A.
3. A final invoice, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
4. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

<b>By an Authorized Official of Pass-through Entity:</b>		<b>By an Authorized Official of Subrecipient:</b>	
Name: Elizabeth Williams, M.S. Title: Award Operations Manager	Name: Cary Moller Title: Administrator	Date:  Date: 6-21-19	Date:

MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:

Chair \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: *K. Rothenberger* 6/19/19  
Katrina Rothenberger, Division Director Date

Authorized Signature: *Jeremiah Elliott* 6/20/19  
Jeremiah Elliott, Sr. Admin Serv. Mgr. Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

---

**Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

---

**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

---

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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 shall certify and disclose accordingly.

---

**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated

Federal Award Issue Date FAIN

CFDA No.

**This Subaward Is:**

CFDA Title

Research & Development

Subject to FFATA

Key Personnel Per NOA

---

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  

except for the following :

  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

---

**Special Terms and Conditions:**

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

---

**Data Sharing and Access** (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and

---

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

---

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

---

**Human Subjects Data** (Select One)

---

**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

---

**PTE Information**

Entity Name:

Legal Address:

Website:

---

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?    Yes    No    Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

---

**PI Address:**

**Administrative Address:**

**Invoice Address:**



**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

**Subrecipient Information for [FFATA](#) reporting**

Entity's DUNS Name:

EIN No.:

Institution Type:

DUNS:

Currently registered in SAM.gov:      Yes      No

Exempt from reporting executive compensation:      Yes      No *(if no, complete 3Bpg2)*

Parent DUNS:

*This section for U.S. Entities:*      Zip Code [Look-up](#)

Place of Performance Address

Congressional District:      Zip Code+4:

---

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

---

**Legal Address:**

**Administrative Address:**

**Payment Address:**

<b>Attachment 4</b> <b>Reporting and Prior Approval Terms</b>
--

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

---

**Technical Reports:**

Monthly technical/progress reports will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's

Annual technical / progress reports will be submitted within \_\_\_\_\_ days prior to the end of each budget period to the PTE's \_\_\_\_\_. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's \_\_\_\_\_ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

---

**Prior Approvals:**

Carryover is not applicable for fixed price Subawards

---

**Other Reports:**

A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted \_\_\_\_\_ days after the end of the Project Period to the PTE's

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's \_\_\_\_\_ within \_\_\_\_\_ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's \_\_\_\_\_ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Reporting Requirements:**

Subaward Number:

**Attachment 5**  
**Statement of Work, Indirects, & Payment Schedule**

**Statement of Work**

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget & Milestone Information**

**Indirect Information**

Indirect Cost Rate (IDC) Applied:        %    Rate Type:

**Milestone Details**

Below Attached, pages

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

**Oregon Center for Children and Youth with Special Health Needs  
Title V CYSHCN  
Attachment A – Scope of Work**

**Part I - Introduction**

**Mission:**

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

**Vision:**

All of Oregon’s children and youth with special health care needs are supported by a system of care that is family-centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

**2015-2020 Oregon Title V CYSHCN - National and State Priorities:**

- Medical Home
- Health Care Transition (Transition to Adult Health Care)
- Culturally and Linguistically Appropriate Services (CLAS)

**Population of Focus – children and youth with special health care needs (CYSHCN):**

*“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”*

**Contract Goals:**

- Increase capacity of the workforce to support OCCYSHN’s mission and vision.
- Contribute to Oregon meeting the Title V CYSHCN national and state priority measures.

**Sub-contractor Responsibilities General:**

- Sub-contractor will ensure that all deliverables outlined within the subsequent scope of work documents are completed by the end of the contract period and that ALL participation requirements have been met.
- In order to receive payment sub-contractor will submit invoices to OHSU as outlined in Attachment D.
- Final Invoices must include “Certificate of Completion” language.
  - Final Invoice template will be provided by OCCYSHN\*.
- Sub-contractor will submit an expenditure report at the end of the contracting period.
  - Financial reporting template will be provided by OCCYSHN\*.
- Sub-contractor will submit a Final Invention Statement at the end of the contracting period.
  - Invention Statement form will be provided by OCCYSHN\*.

\*A year end packet with templates/forms will go out separately from the contract documents.

## Part II - CaCoon – Scope of Work

*Up to 30 percent of county's contracted funds must be directed toward the CaCoon program.*

Please see Attachment D for breakdown of activities and payments for your local health department (LHD).

### **Contract Goals:**

- Increase families' knowledge, skills, and confidence in caring for children and youth with special health care needs (CYSHCN) through CaCoon home visiting.
- CaCoon focuses on community-based care coordination. Services are provided by LHD-employed registered nurses, and delivered primarily through home visiting.

### **CaCoon Program Eligibility**

- **Age Eligibility:** CaCoon serves children and youth ages birth to 21<sup>st</sup> birthday.
- **Diagnostic eligibility:** The "B Codes" of the Oregon Child Health Information Data System (ORCHIDS) outline diagnostic eligibility or Targeted Case Management (TCM) diagnostic/condition eligibility as outlined in OAR 410-138-004.
- **Financial Eligibility:** CaCoon is open to all children regardless of insurance status or family income.

### **Subcontractor Responsibilities (CaCoon Standards):**

1. The Subcontractor establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.
2. When the subcontractor is unable to provide home visiting services for a child who has been referred, the Subcontractor will, at a minimum...
  - i. Notify the referring entity that Subcontractor is unable to provide services and provide rationale AND
  - ii. Refer the child/family to...
    - primary care (specifically a Patient-Centered Primary Care Home, when available).
    - appropriate educational services
    - a family-support program (such as the Oregon Family to Family Health Information Center).
3. The Subcontractor assures timely contact with CaCoon home-visiting referrals. At a minimum, initial outreach is implemented within ten (10) business days of receiving referral. Initial outreach may be by telephone or other means.
4. All nurses serving CaCoon clients collaborate with the child's health care team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
  - Assessment of child/family's strengths, needs, and goals.

- Assessment of child/family's health-related learning needs.
  - Assessment of child's functional status and limitations, including ability to attend school and school activities.
  - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics.<sup>1</sup>
  - Assessment of access to child's health care team members as well as social supports.<sup>2</sup>
  - Assessment of access to supportive medical and/or adaptive equipment and supplies, *e.g.*, suction machine, wheelchair, medications, formula, feeding tube.
  - Assessment of family financial burden related to care of child with special health care needs.
  - Assessment of housing and environmental safety.
  - Assessment of emergency preparedness.
  - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
  - Assessment of child/family satisfaction regarding services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
- Is based in, and responsive to accurate and appropriate assessments (see number 4 above).
  - Includes goals, progress notes, and a plan for discharge from CaCoon services.
  - Demonstrates evidence of nursing support to increase child/family engagement with primary care; specifically, a Patient-Centered Primary Care Home when available.
  - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
    - Timely and appropriate referral to needed services.
    - Identification and problem-solving around barriers to referral follow-up.
    - Identification and elimination of redundancy of services.
    - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with health care and related systems.
    - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
  - Demonstrates evidence of child/family-centeredness, including:

- Strategies to increase the child/family’s capacity to obtain, process, and understand health information to make informed decisions about health care
  - Evidence of child/family partnership in developing the plan of care
  - Evidence of interventions that increase the child/family’s capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
  - Cultural and linguistic appropriateness.
- Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
  - Anticipates and supports youth transition to adult health care, work, and independence.
  - Is re-evaluated as required with changing circumstances, but no less frequently than every six (6) months.
6. Encounter data for every CaCoon visit is entered into the Oregon Health Authority’s information management system (either the ORCHIDS database or “Tracking Home-visiting Effectiveness in Oregon” - THEO when it is brought online).
  7. Each CaCoon nurse and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum, when beginning his/her CaCoon practice, each CaCoon nurse completes the “Introduction to CaCoon” posted on the OCCYSHN website.
  8. The subcontractor’s Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as CaCoon Lead as key point of contact with the OCCYSHN staff. The CaCoon Lead will submit the Annual CaCoon Accountability Report which is due to OCCYSHN by September 1, 2018.

<sup>1</sup>American Academy of Pediatrics “Bright Futures” - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practice-support/Pages/PeriodicitySchedule.aspx>

<sup>2</sup> In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Children’s Intensive In-home Services
- ✓ Community-based family support organizations
- ✓ Community Developmental Disabilities (DD) Programs (CDDP)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Oregon Family to Family Health Information Center (OR F2F HIC)
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy



- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)
- ✓ Transportation supports

### Part III - Shared Plans of Care (SPOC) – Scope of Work

*At least 70 percent of county's contracted funds must be directed toward the development and implementation of Shared Plans of Care (SPOC).* Please see Attachment D for breakdown of activities and payments for your LHD.

#### **Contract Goals:**

- Increase effective and efficient use of the health care system, with focus on the National and State Priority Measures, through development and implementation of Shared Plans of Care (SPOC) for selected CYSHCN.
- Enhance communication and accountability between families of referred children and youth with special health care needs (CYSHCN) and their key providers and service system representatives.

#### **Subcontractor Responsibilities:**

1. The Subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as SPOC Lead as key point of contact with the OCCYSHN staff.
2. Convene SPOC meetings and communicate with SPOC team members as needed to ensure effective meetings and ongoing care coordination.
3. Engage partner agencies, at the system level, as needed to support the work.
4. The content described in the OCCYSHN-provided SPOC Template, as supported by the SPOC Handbook, is required. (Note that fidelity to formatting of the SPOC Template is not a requirement). (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)
5. The SPOC Team will jointly develop SPOCs in real time. Virtual attendance at meetings may be allowable if all legal and access conditions are met.
6. Include, at a minimum, representatives from the following sectors:
  - i. family member or youth,
  - ii. Medical Home primary care provider or designee,
  - iii. appropriate education system representative,
  - iv. mental/behavioral health provider (if applicable),
  - v. public health professional, and
  - vi. payor.

7. Ensure fidelity to the SPOC process as described in the SPOC Handbook (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)
  
8. Conduct the total number of required SPOC (numbers vary per LHD). Please see Attachment D for a breakdown of your LHD's activities and payments.
  - 60% of required SPOC are 6-month re-evaluations. Re-evaluations should follow the SPOC process.
  - 40% of required SPOC must be for newly-identified CYSHCN (i.e. initiation of a SPOC for a client who does not have one).
  - Approximately 20% of total SPOC must address **transition** to adult health care for a child 12 years up to their 21<sup>st</sup> birthday. Please see Attachment D for breakdown of activities.
  - At least 40% of total SPOC must address the needs of a child with a **complex** condition. Please see Attachment D for breakdown of activities and Attachment E for Memorandum with Definition of Complex for SPOC.
  - The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both the transition requirements AND the complex requirements.
  
9. Ensure:
  - all appropriate releases of information are signed;
  - participation in monthly OCCYSHN-facilitated technical assistance webinars; and
  - participation in annual SPOC Regional Meetings facilitated by OCCYSHN.
  
10. Participate in evaluation activities required by OCCYSHN:
  - submit SPOC Information Forms for each SPOC initiated or re-evaluated;
  - offer Study Interest Form to every family and return all completed forms to OCCYSHN;
  - complete a Mid-year Report via REDCap; and
  - complete a Year-end Report via REDCap or email.

## **Attachment B**

### **Use of Allotment Funds [Section 504]**

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.  
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

## Babies First and CaCoon Risk Factors (A Codes and B Codes)

<b>Babies First! (Birth through 4 years of age)</b>	<b>CaCoon (Birth through 20 years of age)</b>
<b>Medical Risk Factors</b>	<b>Diagnoses</b>
A1. Drug exposed infant (See A29)	B1. Heart disease
A2. Infant HIV positive	B2. Chronic orthopedic disorders
A3. Maternal PKU or HIV positive	B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)	B4. Cleft lip and palate & other congenital defects of the head and face
A5. Seizures (excludes VHR Factor B18) or maternal history of seizures	B5. Genetic disorders (i.e., cystic fibrosis)
A6. Perinatal asphyxia	B6. Multiple minor physical anomalies
A7. Small for gestational age	B7. Metabolic disorders
A8. Very low birth weight (1500 grams or less)	B8. Spina bifida
A9. Mechanical ventilation for 72 hours or more prior to discharge	B9. Hydrocephalus or persistent ventriculomegaly
A10. Neonatal hyperbilirubinemia	B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis
A11. Congenital infection (TORCH)	B12. Organic speech disorders (dysarthria/dyspraxia)
A12. Central nervous system infection (e.g., meningitis)	B13. Hearing loss
A13. Head trauma or near drowning: monitoring change	B23. Traumatic brain injury
A14. Failure to grow	B24. Fetal Alcohol Spectrum Disorder
A16. Suspect vision impairment: monitoring change	B25. Autism, Autism Spectrum Disorder
A18. Family history of childhood onset hearing loss	B26. Behavioral or mental health disorder with developmental delay
A24. Prematurity	B28. Chromosome disorders (e.g., Down syndrome)
A25. Lead exposure	B29. Positive newborn blood screen
A26. Suspect hearing impairment: newborn hearing screen REFER	B30. HIV, seropositive conversion
A29. Alcohol exposed infant	B31. Visual impairment
<b>Social Risk Factors</b>	<b>Very High Risk Medical Factors</b>
A19. Maternal age 16 years or less	B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
A21. Parental alcohol or substance abuse	B17. Perinatal asphyxia <u>accompanied by</u> seizures
A22. At-risk caregiver	B18. Seizure disorder
A23. Concern of parent/provider	B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)
A28. Parent with history of mental illness	B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)
A30. Parent with developmental disability	B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge
A31. Parent with Child Welfare history	
A32. Parent with domestic violence history	<b>Developmental Risk Factors</b>
A33. Parent with limited financial resources	B22. Developmental delay
A34. Parent with sensory impairment or physical disability	
A35. Parent with inadequate knowledge and supports	<b>Other</b>
A36. Other evidence-based social risk factor	B90. Other chronic conditions not listed
<b>Other</b>	
X99. Child is not being enrolled in High Risk Infant Tracking protocol	
X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol	

## Babies First Risk Factor Definitions

<b>Babies First!</b> <b>Medical Risk Factors</b>		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 <sup>th</sup> percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/Toxoplasma gondii, other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

<b>Babies First! Medical Risk Factors</b>		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

<b>Babies First! Social Risk Factors</b>		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

<b>Babies First! Social Risk Factors</b>		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

<b>Babies First! Other Risk Factors</b>		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.



## CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucous cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

<b>CaCoon Diagnoses</b>		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

<b>CaCoon</b>		
<b>Very High Risk Medical Factors</b>		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by seizures</u>	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, tracheomalacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

<b>CaCoon</b>		
<b>Developmental Risk Factors</b>		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

<b>CaCoon Other</b>		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.

**Marion County Health Department  
FY18 Activity Breakdown and Payment Schedule**

**Marion County Health Department** shall complete the following:

CaCoon Activities 30%	SPOC Activities 70%	Total Subcontract 100%
\$19,275	\$53,970	\$73,245

With your SPOC activities, you agree to complete the following number of SPOC in the following categories (see Attachment A Part III (SPOC scope of work) and Attachment E for definitions of complex and further details)

9	Re-evaluation
6	New
15	Total SPOC

Each SPoC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

a minimum of	6	must be Complex SPOCs; and
a minimum of	3	must be Transition-Focused SPOCs

note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

**This subcontract will be paid in two installments on the following schedule:**

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$39,952	\$3,995	\$43,947
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$26,635	\$2,663	\$29,298
<b>Total Funding</b>	\$66,587	\$6,658	\$73,245



January 19, 2017

ATTACHMENT E

MEMORANDUM

TO: OCCYSHN Local Public Health Partners

FROM: OCCYSHN SPOC Implementation Team

RE: Definition of Complex for SPOC

Institute on Development & Disability

Oregon Center for Children & Youth with Special Health Needs (OCCYSHN)

Mail code CDRC
707 SW Gaines Street
Portland, OR 97239
tel 503-494-8303
toll free 1-877-307-7070
fax 503-494-2755
occyshn@ohsu.edu
www.occyshn.org

Children and youth with special health care needs (CYSHCN) are “those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition, and who also require health and related services of a type or amount beyond that required by children generally” (McPherson et al., 1998).

For the purposes of county SPOC implementation, CYSHCN may be identified as complex if they have (a) medically complex conditions or (b) have both a health condition(s) and social complexity(ies).

• CYSHCN with medical complexity “have multiple significant chronic health problems that affect multiple organ systems and result in functional limitations, high health care need or utilization, and often the need for or use of medical technology” (Kuo & Houtrow, 2016, p. e1).

i. Examples

• A child with a genetic syndrome with an associated congenital heart defect, difficulty with swallowing, cerebral palsy, and a urologic condition. The child requires the care of a primary care physician, pediatric subspecialists, home nurses, rehabilitative and habilitative therapists, community-based services, pharmaceutical therapies, special nutritional attention, and durable medical equipment.

• A child with a chronic neurodevelopmental disability in need of assistance with medical equipment, such as a tracheostomy and gastrostomy tubes.

ii. Functional limitations are restrictions in the child’s ability to do the things typically developing children of the same age can do in their daily lives. The limitations may be permanent or temporary. Examples include inability to perform tasks like dressing or walking or unable to participate in life events like attending school. More information is available on functional limitations in the World Health Organization’s International Classification of Functioning, Disability, and Health (ICF).

• CYSHCN with social complexity have a physical, developmental, behavioral, or emotional condition and they, or their families, have experienced or currently are experiencing one or more of the following:

- 1. Adolescent exposure to intimate partner violence
2. Child abuse/neglect – child welfare system involvement
3. Child criminal justice involvement
4. Child mental illness
5. Child substance abuse
6. Discontinuous insurance coverage
7. Foreign born parent
8. Foster care
9. Homelessness
10. Low English proficiency
11. Low parent educational attainment
12. Parent criminal justice involvement
13. Parent death
14. Parent domestic violence
15. Parent mental illness
16. Parent physical disability
17. Parent substance abuse
18. Severe poverty (TANF eligible)

Source: Center of Excellence on Quality of Care Measures for Children with Complex Needs, University of Washington & Seattle Children’s Research Institute, 2016

Subaward 1015198\_MARION

ATTACHMENT 6

OHA Subaward No. 143021 Applicable Terms and Conditions

## **REQUIRED FEDERAL TERMS AND CONDITIONS**

### **1. General Applicability and Compliance.**

Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Subrecipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Subaward Agreement, to Subrecipient, or to the Prime Award activities, or to any combination of the foregoing. For purposes of this Subaward Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

### **2. Miscellaneous Federal Provisions.**

Subrecipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Subaward Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

### **3. Equal Employment Opportunity.**

Subrecipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

Subrecipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

## **5. Energy Efficiency.**

Subrecipient 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).

## **6. Truth in Lobbying.**

By signing this Subaward Agreement, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subrecipient 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 Subaward Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Subaward Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subrecipient under this Subaward 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 Subrecipient under this Subaward Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

#### **7. Resource Conservation and Recovery.**

Subrecipient 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.

#### **8. Audits.**

Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Subaward Agreement and applicable state or federal law.

If Subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to PTE within 30 days of completion. If Subrecipient 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, Subrecipient is exempt from Federal audit requirements for that year. Records must be available as provided in OHA Required Terms and Conditions, "Records Maintenance Access".

#### **9. Debarment and Suspension.**

Subrecipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

#### **10. Drug-Free Workplace.**

Subrecipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Subrecipient 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 Subrecipient's workplace or while providing services to OHA Clients. Subrecipient's notice shall specify the actions that will be taken by Subrecipient 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, Subrecipient'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 Subaward 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 Subaward 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 PTE within ten (10) 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 41 U.S.C. 8104; (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 Subrecipient, or any of Subrecipient's employees, officers, agents or subcontractors may provide any service required under this Subaward 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 Subrecipient or Subrecipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subrecipient or Subrecipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA 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 Subaward Agreement.

#### **11. Pro-Children Act.**

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

#### **12. Medicaid Services.**

Subrecipient 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. 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. 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 Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 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. Subrecipient shall acknowledge Subrecipient'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 Subaward Agreement and any other Medicaid contract) 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, contractors 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).

### **13. Agency-based Voter Registration.**

If applicable, Subrecipient 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 Part 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 Part 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.

- c. 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.
- d. Subrecipient shall make the disclosures required by this Section to PTE. PTE reserves the right to take such action required by law, or where PTE has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**15. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Subaward Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subrecipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**OHA REQUIRED TERMS AND CONDITIONS**

- 1. **Governing Law, Consent to Jurisdiction.** This Subaward 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 the parties that arises from or relates to this Subaward Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Subaward Agreement.
- 2. **Compliance with Law.**

- a. Subrecipient shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Subaward Agreement or to the delivery of services. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Subrecipient client abuse; (3) 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 Subaward Agreement and required by law to be so incorporated. All employers, including Subrecipient, 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.
  - b. Subrecipient shall comply with the federal laws as set forth or incorporated, or both, in this Subaward Agreement and all other federal laws applicable to Subrecipient's performance under this Subaward Agreement as they may be adopted, amended or repealed from time to time.
3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient 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. Subrecipient's Representations and Warranties. Subrecipient represents and warrants to PTE that:
    - i. Subrecipient has the power and authority to enter into and perform this Subaward Agreement;
    - ii. This Subaward Agreement, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
    - iii. Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Statement of Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
    - iv. Subrecipient shall, at all times during the term of this Subaward Agreement, be qualified, professionally competent, and duly licensed to perform the Statement of Work; and
    - v. Subrecipient prepared its proposal related to this Subaward 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. Ownership of Work Product (Subaward 143021, Attachment B, Article 7). Subject to 37 CFR 401.14,
- a. Definitions. As used in this Section 5 the following terms have the meanings set forth below:
    - i. "Recipient Intellectual Property" means any intellectual property owned by Subrecipient and developed independently from the Statement of Work.
    - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than PTE or Subrecipient.
    - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Subrecipient is required to deliver to PTE pursuant to the Statement of Work.
  - b. Original Works. All Work Product created by Subrecipient pursuant to the Statement of Work, including derivative works and compilations, mid whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Oregon Health Authority ("OHA"). PTE and Subrecipient agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Statement of Work is not "work made for hire," Subrecipient hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Subrecipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Subrecipient forever waives any and all rights relating to original Work Product created pursuant to the Statement of Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Subrecipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
  - d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Subrecipient shall secure on OHA's behalf and in the name of OHA an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the

preexisting elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

6. Insurance (Subaward 143021, Attachment B, Article 14). If Subrecipient is not a unit of the local government as defined in ORS 190.003, Subrecipient shall 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 performing work under this Subaward Agreement, and ii) maintain the insurance in full force throughout the duration of this Subaward Agreement. 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. Subrecipient is not authorized to begin work under this Subaward Agreement until the insurance is in full force. Subrecipient shall provide proof of such insurance as required under this Article 6 annually upon request by PTE. In no event shall Subrecipient continue to perform under this Subaward Agreement if Subrecipient is not in compliance with the insurance requirements.

Subrecipient:

- Has attached a copy of certificates of policies required under this section 6 as Attachment 7; or
- Certifies that Subrecipient is exempt from such requirements due to being a unit of the local government as defined in ORS 190.003.

#### REQUIRED INSURANCE:

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). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient 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 Subaward Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and PTE's acceptance of all services required under the Subaward Agreement or, (ii) the expiration of all warranty periods provided under the Subaward Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient 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 Subrecipient may request and OHA may grant approval, upon approval by OHA, of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
3. Notice of Cancellation or Change. The Subrecipient or its insurer must provide 30 days' written notice to PTE before cancellation of, material change to, potential

exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. Certificate(s) of Insurance. Subrecipient shall provide a certificate(s) of insurance for all required insurance before the contractor performs under the Subaward Agreement. 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.
  
7. Records Maintenance; Access (Subaward 143021, Attachment B, Article 15). Subrecipient shall maintain all financial records relating to this Subaward Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Subaward Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient whether in paper, electronic or other form, that are pertinent to this Subaward Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that OHA 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. Subrecipient 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 Subaward Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Subaward Agreement, whichever date is later. Subrecipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
  
8. Information Privacy/Security/Access (Subaward 143021, Attachment B, Article 16). If the Statement of Work performed under this Subaward Agreement requires Subrecipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subrecipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) to which such access has been granted to comply with. 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.
  
9. Assignment of Agreement, Successors in Interest (Subaward 143021, Attachment B, Article 18).
  - a. Subrecipient shall not assign nor transfer its interest in this Subaward Agreement without prior written approval of PTE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PTE may



deem necessary. No approval by PTE of any assignment or transfer of interest shall be deemed to create any obligation of PTE in addition to those set forth in the Subaward Agreement.

- b. The provisions of this Subaward Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. Subcontracts (Subaward 143021, Attachment B, Article 19). Subrecipient shall not enter into any subcontracts for any of the Statement of Work required by this Subaward Agreement without PTE's prior written consent. In addition to any other provisions PTE may require, Subrecipient shall include in any permitted subcontract under this Subaward Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Subrecipient with respect to all articles in this OHA Subaward No. 143021 Applicable Terms and Conditions attachment. PTE's consent to any subcontract shall not relieve Subrecipient of any of its duties or obligations under this Subaward Agreement.
11. No Third Party Beneficiaries (Subaward 143021, Attachment B, Article 20). PTE and Subrecipient are the only parties to this Subaward Agreement and are the only parties entitled to enforce its terms. The parties agree that Subrecipient's performance under this Subaward Agreement is solely for the benefit of PTE to assist and enable PTE to accomplish its statutory mission. Nothing in this Subaward 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 Subaward Agreement.
12. Severability (Subaward 143021, Attachment B, Article 22). The parties agree that if any term or provision of this Subaward 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 Subaward Agreement did not contain the particular term or provision held to be invalid.
13. Survival (Subaward 143021, Attachment B, Article 23). Sections I, 4, 5, 6, 7, 8, 11, 13 of the OHA Required Terms and Conditions in the OHA Subaward No. 143021 Applicable Terms and Conditions shall survive Subaward Agreement expiration or termination as well as those the provisions of this Subaward Agreement that by their context are meant to survive. Subaward Agreement expiration or termination shall not extinguish or prejudice PTE's right to enforce this Subaward Agreement with respect to any default by Subrecipient that has not been cured.
14. Indemnification by Subcontractors (Subaward 143021, Attachment B, Article 31). Subrecipient shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or

hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees of subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.