	(	Contract	t Review S	Sheet			
		Grant	Agreement #:	BO-5370-23	Amendm	ent #:	B
Contact: Camber Scl	ılag		Department:	<b>Board of Con</b>			BO-5370-23
Phone #: (503) 566-3944 Date Sent: <b>Tuesday, May 9, 2023</b>						37	
Title: ARPA Emerge	ncy Room Expansio	n - Ph 1 ER	Emergency Pow	ver Solution			0-2
Contractor's Name:	Santiam Memoria	l Hospital					3
Term - Date From:	Execution		Expires: <b>D</b>	December 31, 20	26		
Original Contract Amo	unt: <b>\$1,000,000.</b>	)0	Previous Ame	ndments Amoun	t:	<b>\$0.00</b>	
Current Amendment:	<b>\$0.00</b>	New	Contract Total:	<mark>\$1,000,000.00</mark>		Amd%	0%
Incoming Funds	✓ Federal Funds	Reinstate	ement 🗌 Retro	oactive	Amendment	greater than	25%
Source Selection Meth	od: <u>50-0010 Ge</u> r	neral Exempt	tions (IGAs and	QRFs)	<u> </u>		
Description of Services	s or Grant Award						
American Rescue Plan	Act (ARPA) Benefic	ciary Agreeme	ent with Santiam	Memorial Hospi	tal.		
Desired BOC Session	Date: <u>6</u> /	7/2023	_	BOC Planning	Date:	5/25/20	23
Files submitted in CM	S: <u>5/17/202</u>	3 P1	rinted packet & c	copies due in Fina	ance:	5/23/20	23
BOC Session Presenter	r(s) <u>Camber Sch</u>	ılag & Debbi	e Gregg				
		FOR	FINANCE USE				
Date Finance Received	: 5/9/2023			Date Legal	Received:		
Comments: Y							
		REQUIR	RED APPROVA	LS			
Finance - Contracts		Date	Contrac	t Specialist		Date	
Legal Counsel		Date	Chief A	dministrative Of	ficer	Date	

	MARION COUNTY BOARD OF COMMISSIONERS
OREGON	Board Session Agenda Review Form

Meeting date:	June 7, 2023				
Department:	Board of Commissioners	Agenda Planning Date: 5/	/30/2023	Time required:	5
Audio/Vis	ual aids				
Contact:	Camber Schlag	Phone:	x3944		
Department H	lead Signature:				

TITLE	Consider approval of the American Rescue Plan Act (ARPA) Beneficiary Agreement with Santiam Memorial Hospital
lssue, Description & Background	In June 2021, Marion County received the federal ARPA allocation of \$67M. Through a grant aplication process, the Board of Commissioners approved various eligible projects and awarded funds to nonprofit applicants.
Financial Impacts:	All projects are funded through the ARPA Coronavirus State Local Recovery Fund.
Impacts to Department & External Agencies	Several nonprofit organizations are receiving funding to support critical programs and infrastructure.
Options for Consideration:	1. Approve Beneficiary Agreement 2. Decline approval of Beneficiary Agreement 3. Take no action at this time
Recommendation:	Approve Beneficiary Agreement with Santiam Memorial Hospital
List of attachments:	Beneficiary Agreement and Exhibits for Santiam Memorial Hospital
Presenter:	Camber Schlag & Debbie Gregg

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

Copies to:

cschlag@co.marion.or.us

# MARION COUNTY BENEFICIARY AGREEMENT BO-5370-23

American Rescue Plan Act of 2021 – Coronavirus State and Local Fiscal Recovery Funds

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Santiam Memorial Hospital**, a non-profit corporation, hereinafter referred to as "Beneficiary".

# Recitals

- A. WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- **B.** WHEREAS, nonprofits may be impacted by the pandemic and receive ARPA/SLFRF assistance as a Beneficiary, per U.S. Treasury 31 CFR Part 35; and
- **C.** WHEREAS, the total ARPA/SLFRF funds allocated to the County, as published by the U.S. Treasury, is \$67,559,569, may award funds to organizations that meet ARPA/SLFRF eligibility requirements; and
- **D.** WHEREAS, Santiam Memorial Hospital meets the U.S. Treasury definition of a Beneficiary, a private non-profit organization, and submitted an application on March 22, 2023 to the county for \$1,000,000 in ARPA/SLFRF relief funds for the Emergency Room Upgrade; and
- **E.** WHEREAS, on April 4, 2023, the Marion County Board of Commissioners approved the application from Beneficiary; and
- **F.** WHEREAS, Beneficiary is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

### Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

### 1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A. Exhibit A (The Application)
- B. Exhibit B (Required Federal Terms and Conditions)
- C. Exhibit C (Federal Funding Information for Subrecipients) Not applicable

- D. Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- E. Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)
- F. Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- G. Exhibit G (Marion County Disbursement Request)

## 2. Term of Agreement.

Unless terminated or extended, this Agreement covers the expenditure period of March 3, 2021 to December 31, 2026.

### 3. Scope of Work.

A. Beneficiary shall provide documentation to support the reimbursement of Emergency Room E-Power Upgrade as described in Exhibit A, hereby attached, and incorporated.

B. Beneficiary shall complete Exhibit D Federal Funding Accountability and Transparency Act Certification, Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form) and Exhibit F, ARPA/SLFRF Reporting Requirements, by the due dates thereof.

## 4. Award Funding.

A. County has agreed to make a conditional award of funds to Beneficiary in the not-to-exceed amount of **One Million Dollars (\$1,000,000)** (the "Grant"). Grant disbursements shall be a reimbursement of funds to Beneficiary eligible under category Public Health, EC1.14 Other Public Health Services, Other Capital Expenditures.

B. Grant distributions will be made by County to Beneficiary upon receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Beneficiary's authorized signer. Exhibit G shall be sent to ARPArecovery@co.marion.or.us or to Marion County Finance, PO Box 14500, Salem, OR 97309.

### 5. Misexpenditures and Excess Payments.

A. It is the responsibility of Beneficiary to provide adequate documentation to ensure funds are in compliance with this agreement.

B. Upon County's identification of a misexpenditure or excess payment, County shall notify Beneficiary thereof. Upon Beneficiary's identification of a misexpenditure or excess payment, Beneficiary shall notify County thereof.

C. Within 30 days of Beneficiary identifying a misexpenditure or excess payment, Beneficiary shall make full payment to County. Within 30 days of receiving notice from County of a misexpenditure or excess payment, Beneficiary shall make full payment to County.

# 6. Withholding of Grant Funds.

A. County may withhold any and all Grant funds from Beneficiary if County, in its sole discretion, determines that Beneficiary has failed to timely satisfy any material obligation arising under this Agreement.

B. Nothing in this section limits the County's ability or authority to pursue any or all legal or equitable remedies for Beneficiary's breach of this Agreement.

### 7. Termination.

Immediately upon written notice by County to Beneficiary, or at such later date as County may establish in such notice, if Beneficiary is in default.

# 8. Governing Law; Venue; Consent to Jurisdiction.

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Venue shall be in the Marion County Circuit Court. Both parties consent to the jurisdiction of the Marion County Circuit Court in all disputes arising out of this Agreement.

# 9. Compliance with Applicable Law.

Beneficiary shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement.

### 10. No Third-Party Beneficiaries.

County and Beneficiary are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

## 11. Notices.

Any notice of termination or other communication having a material effect on this Agreement shall be served by email or U.S. Mail on the signatories listed.

County Contact Person:	Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number:	503-589-3290
E-Mail Address:	cschlag@co.marion.or.us
Mailing Address:	555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

## 12. Insurance and Workers Compensation.

The Beneficiary shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Beneficiary agrees to provide County with a copy of required insurance upon request.

### 13. Beneficiary Status.

Beneficiary is not an officer, employee or agent of the County, with respect to work performed under this Agreement. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. Beneficiary is not subject to terms and conditions related to Subrecipient.

### 14. Indemnity.

Beneficiary shall agree to defend, indemnify, and hold harmless County, its officers, agents, and employees from damages arising out of this Agreement's acts of the Beneficiary, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

### **15.** Time is of the Essence.

Time is of the essence in the performance of all terms under this Agreement.

### 16. Merger Clause.

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have

been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

### 17. Certifications And Signature of Beneficiary's Authorized Representative.

The undersigned certifies under penalty of perjury both individually and on behalf of Beneficiary that by signature on this Agreement for Beneficiary, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Beneficiary and that Beneficiary is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

# BENEFICIARY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT BENEFICIARY HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## SANTIAM MEMORIAL HOSPITAL

Authorized Signature:			
C		Date	
Title:			
MARION COUNTY BOARD OF COMM			
Chair	Date		
Commissioner	Date		
Commissioner	Date		
Authorized Signature:	Chief Administrative Officer	Date	
Reviewed by Signature	e:		
	Marion County Legal Counsel	Date	
Reviewed by Signature	2:		
	Marion County Contracts & Procurement	Date	

# EXHIBIT A THE APPLICATION

[The Application on Next Page]



# 2023 MARION COUNTY ARPA FUNDS APPLICATION ROUND 3

Organization Name: Santiam Hospital & Clinics

Project Title: Emergency Room Expansion - Phase I: ER Emergency Power (E-Power) solution

ARPA Funding Category: Public Health Related

# I. Organization Information

Legal Name of the Organization: Santiam Memorial Hospital Doing Business As (DBA) Name (if applicable): Santiam Hospital & Clinics Employer Identification Number (EIN): 93-0415219

DUNS or UEI Number: PS3GAD3KMP49 Organization Street Address: 1401 N 10th Ave City: Stayton State: Oregon Zip Code: 97383 Organization Mailing Address: same as above Organization Website: https://santiamhospital.org/

Applicant Name: Maggie Hudson, MBAApplicant Title: President & CEOApplicant Mailing Address: same as aboveApplicant Phone: (503) 769-2175Applicant Email: mhudson@santiamhospital.org

**Project Contact:** same as above

# **II. Project Information** (not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)

- 1. Describe the organization that will manage the project and include the following:
  - a. Total estimated or completed project budget
  - b. Estimated start date and completion dates; or date project was completed
  - c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.

Santiam Memorial Hospital, established in 1953, is a private, not-for-profit Oregon rural Type B Hospital, certified by The Joint Commission (TJC). Our six primary care clinics have Provider-Based Rural Health Clinic Status and are certified Patient Centered Medical Homes. Santiam Hospital & Clinics provides healthcare to over 35,000 rural residents annually in the following areas:

- Stayton, Oregon:
  - 40 bed acute care hospital with Medical Surgical, Intensive Care Unit, Emergency Room, Birthing Center, and Surgery Center.
  - 5 Specialty Clinics including: Santiam Cardiology, Santiam Pulmonology, Santiam General Surgery, Santiam Women's, and Santiam Orthopedic.
  - 3 on campus Primary Care Clinics including: Santiam Medical Associates, Cascade Medical Clinic, and Santiam Internal Medicine.
- Sublimity, Oregon: Sublimity Medical Clinic
- Mill City, Oregon: Santiam Medical Clinic
- Aumsville, Oregon: Aumsville Medical Clinic

Santiam Hospital & Clinics employs over 650 people, including 60 medical staff committed to excellence in community-based care and positive patient relationships. Though our hospital and clinics are relatively small, our dedication to meeting the healthcare needs of our community has had an oversized impact. In 2022, Santiam was awarded Best of the Mid-Valley through the Community Choice Awards annual voting for having the best surgery center, being the best place to have a baby, and having the best surgeon, Dr. Thorsett, MD.

If awarded, ARPA funding will be used as the foundational investment to launch our Emergency Room (ER) expansion. The total project budget for the ER expansion is estimated to be \$6,200,000 with an initial investment of \$1,200,000 needed to complete Phase I, upgrading E-Power for the hospital, before any other expansion work can take place. We expect the work for the overall ER expansion to be completed by the end of 2024. *If awarded, Phase I of the ER expansion, the E-Power upgrade, will be completed by the end of 2023*.

The project team includes:

• Name / Title: Dr. Steve Vets, Santiam Chief Medical Officer

Role: ER project design and implementation

• Name / Title: Paul Hartmann, Director of Facilities

Role: Santiam Hospital & Clinics Project Manager

• Name / Title: Mike Williams, Emerick Construction Company

Role: Senior Project Manager

• Name / Title: Chad Privratsky, Christenson Electric

Role: Project Manager for E-Power Solution

# 2. Describe the project need and the impact the project will or did have on the local community and Marion County. Identify each project element and include a timeline and key team member(s) who will or did work on the project.

**Need Statement**: The last major upgrade to the ER at Santiam Hospital & Clinics was in 2008 and in the subsequent 15 years we have seen the growth of the local population as well as an increased demand for community-based emergency care. Additionally, as acute care continues to evolve, it requires more space and equipment to treat critically ill and injured patients. In the last three years, Santiam's ER has been stretched thin treating pandemic-related sickness as well as other illnesses, conditions, and injuries. In 2022, the ER exceeded 19,000 patient visits, more than a 30% increase in just five years. Additionally, pandemic related healthcare personnel shortages have created a lack of capacity in the primary care system, resulting in increased ER usage. Both the space limitations and increasing demand for emergency care require Santiam Hospital & Clinics to expand our ER in order to continue to provide high-quality care to our local community.

Before any of the renovations and new construction can take place, Santiam Hospital & Clinics must upgrade our E-Power for the hospital, as our current generator system is 50 years old and no longer meets Oregon Health Authority standards. We cannot begin construction on other aspects of the ER expansion until that is in place. *Marion County's investment of ARPA dollars will jumpstart the overall ER expansion project by funding the foundational work to ensure the ER is able to function seamlessly in the event of power loss due to inclement weather, crisis, or natural disaster.* 

**Project Impact on Local Community**: Planned improvements include both new construction, and re-design and renovation of existing spaces within Santiam Hospital & Clinics resulting in the following outcomes:

- *Doubled capacity of the* ER: by adding seven private examination and patient rooms, we will bring the total up to 14 private patient rooms in the ER.
- *Shorter wait times*: we are proud that ER patients can currently expect much lower average wait times than surrounding hospitals and with the added examination rooms, patient wait times will be further reduced.
- *Improved patient experience*: redesigned waiting room and more private examination spaces and modern amenities will improve the overall patient experience in the ER.
- *Improved safety and security*: the improved layout and work flows will emphasize safety and security, keeping our patients and staff's wellbeing a top priority. Upgraded E-Power will allow for the hospital to safely and seamlessly operate in the event of power loss.
- *Improved staff work environment*: the renovation includes a new nurses station and administrative space to improve work flows and efficiency for high-quality service delivery. Additionally, private areas where staff can recharge between patients will be added, which are vital to staff wellbeing.

# Project Elements, Timeline, & Key Team Members:

- Design modern E-Power Solution Clark / Kjos Architects LLC, Dr. Steve Vets, Paul Hartmann. *Completed 1st quarter 2023*.
- Demolition, HVAC upgrades, fire suppression installation, construction of new electrical room and other physical space modifications (drywall, roofing, doors, etc.) to accommodate the below upgraded E-Power Design Emerick Construction Company. *To begin 3rd quarter 2023 and be completed by end of 4th quarter 2023.* 
  - Equipment Branch: powers equipment like CT scanners, MRI machines, and HVAC
  - Critical Branch: low voltage rooms powering cardiac monitors, EPIC medical records system, and security systems
  - Life Safety Branch: exit lighting, corridor lighting, fire alarm equipment
- Electrical Design and Infrastructure upgrades Emerick Construction Company & Christenson Electric. *To begin 3rd quarter 2023 and be completed by end of 4th quarter 2023.*
- 3. a. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines and the Final Rule, see <a href="https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx">https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx</a>.

Santiam Hospital & Clinics ER expansion project meets the ARPA funding category of (1) responding to public health emergencies related to COVID-19 and (2) responding to workers performing essential work during the COVID-19 public health emergency.

- 1) Since 2020, our ER has been stretched thin treating pandemic-related illnesses, as it has required us to modify operations within our small space to care for patients with COVID-19 alongside patients in need of acute care not related to COVID-19. Prior to the COVID-19 pandemic, Santiam Hospital & Clinics' ER was caring for an average of 40 patients per day. At the height of the pandemic, we began caring for an average of 80 patients per day and we continue to see those elevated numbers today. Due to the increased demand and physical space limitations of the ER, we created make-shift beds in the hallways in order to accommodate the need. Additionally, the inability to transfer patients to surrounding hospitals resulted in patients boarding in the ER, further limiting our capacity to treat new patients efficiently. The ER expansion project will allow us to care for the increased patient volume resulting from the pandemic by doubling the patient exam rooms and redesigning the patient waiting room and triage areas to allow for more effective work flows and improved patient experience.
- 2) Santiam Hospital & Clinics' current facility does not offer adequate staff support space. The ER expansion will bring our ER up to current code requirements and support staff performing essential work by providing ample space for them to perform their job duties. The ER renovations include thoughtfully designed and updated nurse and administration stations to keep staff healthy while providing excellent patient care. Additionally, the renovations will provide space for staff to take breaks, vital to the overall wellbeing of the team.

# b. Describe how the project meets the ARPA period of performance.

If awarded, the ARPA funds will be used for Phase I of the ER Expansion, developing a modern E-Power solution for the hospital and is estimated to be completed by the end of 2023, which is within the period of performance of July 1, 2023 - June 30, 2024.

# 4. Describe the organization's experience as a subrecipient or beneficiary of federal funding. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

Santiam Hospital & Clinics is skilled at managing various funding sources and reporting requirements, including federal funding from the Health Resources and Services Administration (HRSA), the Centers for Medicare & Medicaid (CMS), and Federal Emergency Management Agency (FEMA). Our financial management team operates under the direction of our Chief Financial Officer with over 20 years of tenure at Santiam Hospital & Clinics. Santiam Hospital & Clinics utilizes accrual based accounting in accordance with GAAP and receives a single audit annually to ensure adequate internal controls and financial management policies and procedures in addition to reporting of changes in net assets, revenue, expenses, and cash flows. The financial management team is responsible for managing an operating budget of over \$90,000,000 as well as assets and long-term investments totaling over \$84,000,000.

# 5. Identify and describe partnerships or contracted services the organization has secured to assist with the project?

Santiam Hospital & Clinics has engaged the following contracted services to assist with Phase I of ER Expansion, upgrading the E-Power:

- Clark / Kjos Architects LLC
- Emerick Construction Company
- Christenson Electric Inc.

# 6. Describe how the operations will be funded after the project is complete, if applicable. If the application is for reimbursement of funds already spent, explain how the project will be maintained and/or funded in future years.

This application is for capital expenses related to Santiam Hospital & Clinics' ER Expansion project. The operations and maintenance of the capital investment will be funded through the revenue generated from patient care and the increased patient volume made possible through the ER expansion.

# 7. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments for this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

Besides this ARPA application, Santiam Hospital & Clinics has not applied to or received Federal, State, or local government funding for this project.

# 8. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for specific to this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

Santiam Hospital & Clinics is in the early stages of our ER Capital Campaign and has received gifts of \$1,000,000 from the A.J. Frank Family Foundation, \$1,000,000 from the Freres Engineered Wood Company, and \$250,000 from Brenden Foundation. In addition to those larger gifts, we have received over \$150,000 of staff support and are beginning to receive smaller financial gifts from private individuals in support of the project.

# 9. If the total ARPA funding request is not granted, how will the organization be able to complete the project, if applicable.

If the request is not awarded in full, Santiam Hospital & Clinics will continue our fundraising efforts and seek out other private and public funds to fill the gap of funding, which may delay the timeframe for overall project completion.

# 10. When was your last financial statement or single audit performed and what was the result (i.e clean audit opinion, recommendations, or findings)? Please be prepared to provide this information if requested.

Santiam Hospital & Clinics' last completed financial statement and single audit was performed for the fiscal and calendar year ending in December 2021, resulting in a clean audit opinion.

# 11. Provide any additional information related to the project.

# Attachment 1. Attestation Form

APPLICANT NAME: Maggie Hudson, MBA	
ORGANIZATION NAME: Santiam Hospital & Clir	nics
PROJECT NAME: Emergency Room Expansion	
ADDRESS: 1401 N 10th Ave Stayton OR 97383	
TELEPHONE NUMBER: 503-769-9236 EMAIL:	mhudson@santiamhospital.org
WEB SITE: https://santiamhospital.org/	
TAXPAYER ID NUMBER: 93-0415219	DATE/STATE OF INCORPORATION: 1950 / Oregon
<b>BUSINESS DESIGNATION</b> :	
Corporation	S Corporation
Sole Proprietor	Non-Profit

Partnership

### **CERTIFICATION/LICENSE NUMBER:** 14-0709

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.

Government

Other:

- 2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
- 3. The Applicant acknowledges receipt of all Addenda issued under the Application.
- 4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
- 5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
- 6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
- 7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
- 8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
- 9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
- 10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2023 MARION COUNTY ARPA FUNDS APPLICATION

Page 11

- 2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
- 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
- 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- 6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature:

Print Name: Maggie Hudson, MBA

Title: President & CEO

Contact Person (Type or Print): Maggie Hudson

Telephone Number: (503) 769-9236

Email: mhudson@santiamhospital.org

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

# Attachment 2.0 Project Budget Worksheet

-	Organization Name: Santiam Hospital & Clinics					
		oom Expansion -				
Project Budget Explanation	: <please prov<="" td=""><td>ide a line item de</td><td>tailed budget for</td><td>the various pr</td><td>oject</td><td>costs.&gt;</td></please>	ide a line item de	tailed budget for	the various pr	oject	costs.>
CATECODY	Internal/ ARPA FUNDS OTHER FUNDS (if applicable)					TOTAL
CATEGORY	External	REQUEST	AMOUNT	SOURCE	\$	1,189,530
	Materia	als and Services				
Emerick Construction General Requirements	External	62,591	60,092	Cash		122,683
Hollow Metal Doors & Frames	External	1,126				1,126
Door Hardware	External	1,308				1,308
Demolition	External	8,000				8,000
Drywall & Metal Framing	External	8,840				8,840
Firestopping	External	1,925				1,925
Built-Up Bituminous Roofing	External	1,500				1,500
Fire Sprinkler System	External	3,000				3,000
HVAC - Split System	External	15,000				15,000
Electrical	External	707,540				707,540
Electrical Design	External	189,170				189,170
Contractor's Fee	External		42,404	Cash		42,404
Liability Insurance	External		9,371	Cash		9,371
Builder's Risk Insurance	External		5,226	Cash		5,226
Performance & Payment Bond	External		9,372	Cash		9,372
Contingency	External		56,323	Cash		56,323
Corporate Activity Tax	External		6,742	Cash		6,742
Totals		\$ 1,000,000	\$ 189,530		\$	1,189,530
	Equipment o	or Capital Purchas	ses			
						-
						-
						-
						-
						-
						-
						-
Totals		\$-	\$-		\$	-
	Pers	onnel Costs				
					1	-
	1	1				
	1	1				
	1	1				
Totals		\$-	\$-		\$	-
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	Adn	ninistrative				
						-
Tetele	<u> </u>	ć	ć		ć	-
Totals		\$-	\$-		\$	-

# **Project Budget Summary**

Total Project Budget	\$ 1,189,530
ARPA Funds Requested	\$ 1,000,000
Other Funds	\$ 189,530
Cash	\$ 189,530
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 1,189,530
Categories	
Administrative	\$ -
Equipment or Capital Purchases	\$ -
Materials and Services	\$ 1,189,530
Personnel Costs	\$ -

Total Project Budget	\$ 1,189,530
Internal	\$ -
External	\$ 1,189,530







# 2128 - SANTIAM HOSPITAL EMERGENCY POWER

BASE BID PACKAGE         ECCO TOTALS           SPEC         ESTIMATE DESCRIPTION         ECCO HOURS         SECTION TOTALS           08 11 13         Hollow Metal Doors & Frames         3.50         \$ 122,683,12           08 11 13         Hollow Metal Doors & Frames         3.50         \$ 1,125,683           08 11 13         Hollow Metal Doors & Frames         3.50         \$ 1,125,683           02 40 00         Demolition         0.00         \$ 8,800.00           07 10         Drywall & Metal Framing         0.00         \$ 8,840.00           07 51 00         Built-Up Bituminous Roofing         0.00         \$ 1,925.00           07 51 00         Built-Up Bituminous Roofing         0.00         \$ 1,500.00           23 00 00         Fire Sprinkler System         0.00         \$ 15,000.00           26 00 01         Electrical         0.00         \$ 1060,092           Contractor's Fee         4.00%         \$ 42,404           Liability Insurance         0.85%         \$ 9,371           Builder's Risk Insurance         0.47%         \$ 5,226           SUB TOTAL         \$ 1,111,867           Performance & Payment Bond         0.83%         \$ 9,372           SUB TOTAL         \$ 1,126,464         \$ 5,00%         \$	BID DATE:	3/7/2023	ESTIMATE NUMBER:		E-Power		
General Requirements         \$         122,683,12           08 11 13         Hollow Metal Doors & Frames         3,50         \$         1,125,68           08 71 00         Door Hardware         6,00         \$         1,308,30           02 40 00         Demolition         0,00         \$         8,000,00           09 21 00         Drywall & Metal Framing         0,00         \$         8,000,00           07 84 00         Firestopping         0,00         \$         1,925,00           07 51 00         Built-Up Bituminous Roofing         0,00         \$         1,925,00           07 51 00         Built-Up Bituminous Roofing         0,00         \$         1,925,00           20 00 01         Fire Sprinkler System         0,00         \$         1,900,00           26 00 01         Electrical         0,00         \$         707,540,00           26 00 01         Electrical Design         0,00         \$         1,000,092           Contractor's Fee         4,00%         \$         42,404           SUB TOTAL         \$         1,102,496         1,102,496           Liability Insurance         0.85%         \$         9,371           Builder's Risk Insurance         0.47%         \$ <th></th> <th>BASE BID PACKAGE</th> <th>ECCO T</th> <th colspan="4">ECCO TOTALS</th>		BASE BID PACKAGE	ECCO T	ECCO TOTALS			
08 11 13       Hollow Metal Doors & Frames       3.50       \$       1,125.68         08 71 00       Door Hardware       6.00       \$       1,308.30         02 40 00       Demolition       0.00       \$       8,000.00         09 21 00       Drywall & Metal Framing       0.00       \$       8,840.00         07 84 00       Firestopping       0.00       \$       8,840.00         07 84 00       Firestopping       0.00       \$       1,925.00         07 51 00       Built-Up Bituminous Roofing       0.00       \$       1,925.00         02 100 00       Fire Sprinkler System       0.00       \$       1,500.00         21 00 00       Fire Sprinkler System       0.00       \$       15,000.00         26 00 01       Electrical       0.00       \$       707,540.00         26 00 01       Electrical Design       0.00       \$       102,496         Liability Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093       9,372         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$ <td< th=""><th>SPEC</th><th>ESTIMATE DESCRIPTION</th><th>ECCO HOURS</th><th>SEC</th><th>TION TOTALS</th></td<>	SPEC	ESTIMATE DESCRIPTION	ECCO HOURS	SEC	TION TOTALS		
08 11 13       Hollow Metal Doors & Frames       3.50       \$       1,125.68         08 71 00       Door Hardware       6.00       \$       1,308.30         02 40 00       Demolition       0.00       \$       8,000.00         09 21 00       Drywall & Metal Framing       0.00       \$       8,840.00         07 84 00       Firestopping       0.00       \$       8,840.00         07 84 00       Firestopping       0.00       \$       1,925.00         07 51 00       Built-Up Bituminous Roofing       0.00       \$       1,925.00         02 100 00       Fire Sprinkler System       0.00       \$       1,500.00         21 00 00       Fire Sprinkler System       0.00       \$       15,000.00         26 00 01       Electrical       0.00       \$       707,540.00         26 00 01       Electrical Design       0.00       \$       102,496         Liability Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093       9,372         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$ <td< td=""><td></td><td>General Requirements</td><td></td><td>\$</td><td>122 683 12</td></td<>		General Requirements		\$	122 683 12		
08 71 00       Door Hardware       6.00       \$ <ul> <li>1,308.30</li> <li>02 40 00</li> <li>Demolition</li> <li>0.00</li> <li>\$                 8,000.00</li> <li>09 21 00</li> <li>Drywall &amp; Metal Framing</li> <li>0.00</li> <li>\$                 8,840.00</li> <li>07 84 00</li> <li>Firestopping</li> <li>0.00</li> <li>\$                 1,925.00</li> <li>07 51 00</li> <li>Built-Up Bituminous Roofing</li> <li>0.00</li> <li>\$                 1,925.00</li> <li>0.00</li> <li>\$                 1,00.00</li> <li>\$                 1,000</li> <li>\$                 1,000</li> <li>\$                 1,000</li> <li>\$                      1,000</li>                              189,170.00</ul>	08 11 13	•	3.50				
02 40 00         Demolition         0.00         \$ 8,000.00           09 21 00         Drywall & Metal Framing         0.00         \$ 8,840.00           07 84 00         Firestopping         0.00         \$ 1,925.00           07 51 00         Built-Up Bituminous Roofing         0.00         \$ 1,925.00           07 51 00         Built-Up Bituminous Roofing         0.00         \$ 1,925.00           21 00 00         Fire Sprinkler System         0.00         \$ 3,000.00           23 00 00         HVAC - Split System         0.00         \$ 3,000.00           26 00 01         Electrical         0.00         \$ 15,000.00           26 00 01         Electrical Design         0.00         \$ 1077,540.00           26 00 01         Electrical Design         0.00         \$ 149,170.00							
09 21 00         Drywall & Metal Framing         0.00         \$         8,840.00           07 84 00         Firestopping         0.00         \$         1,925.00           07 51 00         Built-Up Bituminous Roofing         0.00         \$         1,500.00           21 00 00         Fire Sprinkler System         0.00         \$         3,000.00           23 00 00         HVAC - Split System         0.00         \$         15,000.00           26 00 00         Electrical         0.00         \$         707,540.00           26 00 01         Electrical Design         0.00         \$         707,540.00           26 00 01         Electrical Design         0.00         \$         189,170.00		Demolition					
07 84 00       Firestopping       0.00       \$       1,925.00         07 51 00       Built-Up Bituminous Roofing       0.00       \$       1,500.00         21 00 00       Fire Sprinkler System       0.00       \$       3,000.00         23 00 00       HVAC - Split System       0.00       \$       3,000.00         26 00 00       Electrical       0.00       \$       15,000.00         26 00 01       Electrical Design       0.00       \$       707,540.00         TOTAL ESTIMATE       10       \$       1,060,092         Contractor's Fee       4.00%       \$       42,404         Liability Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.47%       \$       5,226         BUB TOTAL       \$       1,117,093         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464       Contingency       \$       5,00%       \$       56,323         SUB TOTAL       \$       1,182,788       Corporate Activity Tax       0.57%       \$       6,742<	09 21 00	Drywall & Metal Framing	0.00	\$			
07 51 00       Built-Up Bituminous Roofing       0.00       \$             1,500.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             3,000.00       \$             26 00.00       \$             15,000.00       \$             15,000.00       \$             26 00.00       \$             15,000.00       \$             26 00.00       \$             15,000.00       \$             707,540.00       \$             26 00.01       Electrical Design       0.00       \$             707,540.00       \$             26 00.01       Electrical Design       0.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             189,170.00       \$             19,060,092       \$             19,060,092       \$             19,060,092       \$             11,02,496       \$             1,102,496       \$             1,102,496       \$             1,102,496       \$             1,111,867       \$             1,21,2496       \$             1,21,2496       \$             1,21,11,867 </td <td>07 84 00</td> <td>Firestopping</td> <td>0.00</td> <td>\$</td> <td>1,925.00</td>	07 84 00	Firestopping	0.00	\$	1,925.00		
23 00 00       HVAC - Split System       0.00       \$       15,000.00         26 00 00       Electrical       0.00       \$       707,540.00         26 00 01       Electrical Design       0.00       \$       189,170.00         TOTAL ESTIMATE       10       \$       1,060,092         Contractor's Fee       4.00%       \$       42,404         SUB TOTAL       \$       1,102,496         Liability Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464         Contingency       5.00%       \$       56,323         Corporate Activity Tax       0.57%       \$       6,742	07 51 00	Built-Up Bituminous Roofing	0.00	\$	1,500.00		
26 00 00       Electrical Design       0.00       \$       707,540.00         26 00 01       Electrical Design       0.00       \$       189,170.00         TOTAL ESTIMATE       10       \$       1,060,092         Contractor's Fee       4.00%       \$       42,404         SUB TOTAL       \$       1,102,496         Liability Insurance       0.85%       \$       9,371         SUB TOTAL       \$       1,111,867       \$       1,111,867         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093       \$         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464       \$         Contingency       \$.00%       \$       56,323         SUB TOTAL       \$       1,182,788       \$         Corporate Activity Tax       0.57%       \$       6,742							
26 00 01       Electrical Design       0.00       \$       189,170.00         TOTAL ESTIMATE       10       \$       1,060,092         Contractor's Fee       4.00%       \$       42,404         SUB TOTAL       \$       1,102,496       1,102,496         Liability Insurance       0.85%       \$       9,371         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,111,867         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464         Contingency       5.00%       \$       56,323         Corporate Activity Tax       0.57%       \$       6,742							
TOTAL ESTIMATE         10         \$         1,060,092           Contractor's Fee         4.00%         \$         42,404           SUB TOTAL         \$         1,102,496           Liability Insurance         0.85%         \$         9,371           Builder's Risk Insurance         0.47%         \$         5,226           SUB TOTAL         \$         1,117,093           Performance & Payment Bond         0.83%         \$         9,372           SUB TOTAL         \$         1,126,464           Contingency         5.00%         \$         56,323           SUB TOTAL         \$         1,182,788           Corporate Activity Tax         0.57%         \$         6,742							
Contractor's Fee       4.00%       \$ 42,404         SUB TOTAL       \$ 1,102,496         Liability Insurance       0.85%       \$ 9,371         Builder's Risk Insurance       0.47%       \$ 1,111,867         Builder's Risk Insurance       0.47%       \$ 5,226         SUB TOTAL       \$ 1,117,093         Performance & Payment Bond       0.83%       \$ 9,372         SUB TOTAL       \$ 1,1126,464         Contingency       \$.00%       \$ 56,323         SUB TOTAL       \$ 1,182,788         Corporate Activity Tax       0.57%       \$ 6,742	26 00 01	Electrical Design	0.00	\$	189,170.00		
Contractor's Fee       4.00%       \$ 42,404         SUB TOTAL       \$ 1,102,496         Liability Insurance       0.85%       \$ 9,371         Builder's Risk Insurance       0.47%       \$ 1,111,867         Builder's Risk Insurance       0.47%       \$ 5,226         SUB TOTAL       \$ 1,117,093         Performance & Payment Bond       0.83%       \$ 9,372         SUB TOTAL       \$ 1,1126,464         Contingency       \$.00%       \$ 56,323         SUB TOTAL       \$ 1,182,788         Corporate Activity Tax       0.57%       \$ 6,742							
SUB TOTAL       \$       1,102,496         Liability Insurance       0.85%       \$       9,371         SUB TOTAL       \$       1,111,867         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464         Contingency       5.00%       \$       56,323         SUB TOTAL       \$       1,182,788         Corporate Activity Tax       0.57%       \$       6,742		TOTAL ESTIMATE	10	\$	1,060,092		
SUB TOTAL       \$       1,102,496         Liability Insurance       0.85%       \$       9,371         SUB TOTAL       \$       1,111,867         Builder's Risk Insurance       0.47%       \$       5,226         SUB TOTAL       \$       1,117,093         Performance & Payment Bond       0.83%       \$       9,372         SUB TOTAL       \$       1,126,464         Contingency       5.00%       \$       56,323         SUB TOTAL       \$       1,182,788         Corporate Activity Tax       0.57%       \$       6,742		Contractor's Fee	4.00%	\$	42.404		
Liability Insurance       0.85%       \$ 9,371         SUB TOTAL       \$ 1,111,867         Builder's Risk Insurance       0.47%       \$ 5,226         SUB TOTAL       \$ 1,117,093         Performance & Payment Bond       0.83%       \$ 9,372         SUB TOTAL       \$ 1,1126,464         Contingency       5.00%       \$ 56,323         SUB TOTAL       \$ 1,182,788         Corporate Activity Tax       0.57%       \$ 6,742							
SUB TOTAL         \$         1,111,867           Builder's Risk Insurance         0.47%         \$         5,226           SUB TOTAL         \$         1,117,093           Performance & Payment Bond         0.83%         \$         9,372           SUB TOTAL         \$         1,126,464           Contingency         5.00%         \$         56,323           SUB TOTAL         \$         1,182,788           Corporate Activity Tax         0.57%         \$         6,742		Liability Insurance		\$			
Builder's Risk Insurance       0.47%       \$ 5,226         SUB TOTAL       \$ 1,117,093         Performance & Payment Bond       0.83%       \$ 9,372         SUB TOTAL       \$ 1,126,464         Contingency       5.00%       \$ 56,323         SUB TOTAL       \$ 1,182,788         Corporate Activity Tax       0.57%       \$ 6,742				\$	,		
SUB TOTAL         \$         1,117,093         1,117,093         1,117,093         1,126,464         1,126,		Builder's Risk Insurance					
Performance & Payment Bond         0.83%         9,372           SUB TOTAL         1,126,464           Contingency         5.00%         \$ 56,323           SUB TOTAL         1,182,788           Corporate Activity Tax         0.57%         \$ 6,742				•			
SUB TOTAL         \$         1,126,464           Contingency         5.00%         \$         56,323           SUB TOTAL         \$         1,182,788           Corporate Activity Tax         0.57%         \$         6,742		Porformance & Daymont Rond		•			
Contingency       5.00%       \$ 56,323         SUB TOTAL       \$ 1,182,788         Corporate Activity Tax       0.57%       \$ 6,742		Fenomance & Fayment Bond		•			
SUB TOTAL         1,182,788           Corporate Activity Tax         0.57%         6,742		Continuon		•			
Corporate Activity Tax 0.57% \$ 6,742		Contingency		•			
				•			
TOTAL ESTIMATE \$1,189,529		Corporate Activity Tax	0.57%	\$	6,742		
		TOTAL ESTIMATE		\$	1,189,529		

# EXHIBIT B

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

- Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
  - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
  - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended

under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Beneficiary must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Beneficiary must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the

collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

 Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipient to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

# Federal Funding Accountability and Transparency Act (FFATA) Certification\*

Organization Name:	Santiam Memorial Hospital	CMS Number:	BO-5370-23

# Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

□ Yes (Skip questions "A" and "B" and finish the certification)

 $\boxtimes$  No (Proceed to questions "A" and "B")

### A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did you organization (1) receive 80% or more of its annual gross revenue <u>AND</u> (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

 $\Box$  Yes If "Yes," proceed to question "B".

 $\boxtimes$  No If "No," skip question "B" and finish the certification.

### B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

□ Yes If "Yes", where can this information be accessed?

□ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1	\$
2	\$
3	\$
4	\$
5	\$

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Maggie Hudson, MBA	President & CEO
Print Name of Authorized Representative	Print Title of Authorized Representative
Marin Hus	4/18/2023
Signature of Authorized Representative	Date

\*Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.

# Federal Funding Accountability and Transparency Act (FFATA) Certification\*

# **Background on FFATA Requirements**

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

# **Definition of Compensation**

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

# American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Capital Expenditure Justification Form - Exhibit E

**Purpose:** To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

*Capital Expenditures*: Per the Uniform Guidance 2 CFR 200.1, the term "*capital expenditures*" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	Santiam Memorial Hospital
Organization Contact Completing Form:	Maggie Hudson, President & CEO
Date:	12-Apr-23
Project Name:	Emergency Room Expansion - Ph 1 ER Emergency Power (E-Power) Solution
	1.14 Other Public Health Services
Type of Capital Expenditure <sup>1</sup> :	Medical facilities generally dedicated to COVID-19 treatment and mitigation
Specify "Other" Expenditure Type:	Capital investment in public facilities to meet pandemic operational needs, such
Project Amount:	\$ 1,189,529
Project Threshold Per Table 1:	\$1M to < \$10M
CMS # (Marion County to Complete)	BO-5370-23

## Black shaded cells DO NOT need to be filled out.

1 Describe the harm or need to be addressed.

Santiam Memorial Hospital, established in 1953, is a private, not-for-profit Oregon rural Type B Hospital. Six primary care clinics have Provider-Based Rural Health Clinic Status and are certified Patient Centered Medical Homes. Santiam Hospital & Clinics employs over 650 people and provides healthcare to over 35,000 rural residents annually in the following areas: Stayton, Sublimity Medical Clinic, Santiam Medical Clinic (Mill City), Aumsville Medical Clinic. There is a dire need to upgrade and expand the overall Emergency Room (total project budget for the ER expansion is estimated to be \$6,200,000), however, an initial investment of \$1,200,000 is needed to complete Phase I, upgrading E-Power for the hospital, before any other expansion work can take place. The ARPA award of \$1M would assist in the completion of Phase 1 E-power Upgrade.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.)

Per US Treasury Final Rule states that eligible uses of ARPA/SLFRF funding include COVID–19 Mitigation and Prevention projects, such as enumerated eligible uses for "capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID–19 mitigation tactics." This complies with Expenditure Category 1.14 Other Public Health Services.

3 Was there a comparison performed of the approved capital project against at least two alternative capital expenditures?

☑ YES

🗆 NO

a) If yes, please demonstrate why the approved capital expenditure is superior.

It is vital, and required, to provide the current 3 branches of e-power required by National Electric Code, NDPA 99 and NFPA 101 codes, which are not currently present or operational. A code compliant Emergency Department is needed to support the needs of the local community, and to provide much needed emergency healthcare services.

b) If no, please explain why.

<sup>&</sup>lt;sup>1</sup> Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

# Marion County to complete this section

Grant Reviewer: Debbie Gregg, Grants Manager Date Reviewed: 05/2023 Comments: No Comments - responses adequately address questions

# EXHIBIT F

# **ARPA/SLFRF REPORTING REQUIREMENTS - BENEFICIARY**

A.1 Project and Expenditure Report

Beneficiary shall complete the one-time Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Beneficiary upon execution of the Agreement. The Beneficiary will provide the Board and Designee a completed Project and Expenditure Report template in accordance with the due dates below.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2023	1	Project Commencement –	Within 30 days of
			December 31	Project Completion
				and/or
				Reimbursement

# A.2 Recovery Plan Performance Report

Beneficiary shall complete the Recovery Plan Performance Report. The Board and Designee shall provide the Recovery Plan Performance Report template to the Beneficiary upon execution of the Agreement.

Recovery Plan Performance Reports are due according to the following table:

te
of Project and/or ment
and

- A.3 Federal Funding Accountability and Transparency Act Certification *Not Applicable* Subrecipient shall require its contractor(s) and subcontractor(s), to complete and include Exhibit
   D. Federal Funding Accountability and Transparency Act Certification as part of the contract.
- A.4 ARPA/SLFRF Capital Expenditure Justification Form Not Applicable
   Subrecipient shall require its contractor(s) and subcontractor(s) to complete and include Exhibit
   E. ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

# **Exhibit G - Marion County Disbursement Request**

	Recipient: Project Number:									
Marion County	Project Name:	Date:								
OREGON	Funding Program:								Final Draw?	Yes No
	Assistance Listing (CFDA#):									
	Departing Deviad		ta							
	Reporting Period:		to							
		Marion Coun	tv Funds			Other / Matching Funds All Fu				
(A)	(B)	(C)	(D)		(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget (Whole Dollars)	Prior Disbursements	Current Request (Linked to Detail)		Balance	Approved Budget (Whole Dollars)	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Personnel Services	\$ -	\$-	\$ -	\$	-	\$-	\$-	\$-	\$-	\$-
Materials and Services	\$-	\$-	\$ -	\$	-	\$-	\$-	\$-	\$-	\$-
Equipment or Capital Purchases	\$ -	\$-	\$-	\$	-	\$-	\$ -	\$-	\$-	\$ -
Administrative	\$-	\$-	\$-	\$	-	\$-	\$-	\$-	\$-	\$-
Tota	al ș –	\$-	\$-	\$	-	\$-	\$-	\$-	\$-	\$-
<u>Certification</u> : I certify that the data is been already reimbursed by federal, s		equested is not in excess o	f current needs, nor has		For Marion County listed below.	Use Only: I have review	ved this request and app	rove payment to the al	bove mentioned recipien	t in the amount(s)
				11	Dollar Amount Costing			<u>PO #</u>		
				\$ -					<u>CMS #</u>	
Authorized Signature and Title	Authorized Signature and Title		Date	11					•	
Authorized Signature and Title (if necessary)		Date	Authorized Signature and Title					Date		
		_							_	
Project Contact for Payment Notification		Phone Number	Authorized Signature and Title						Date	
Email Address		-			Authorized Signatu	re and Title			-	Date
				1	-					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

#### Additional Information Required:

Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.

Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.

Submit to ARPArecovery@co.marion.or.us for review and processing of disbursement.

Questions about this form can also be directed to ARPArecovery@co.marion.or.us.