



**Health and Human Services (HHS)  
Special Terms and Conditions**

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**1. CONTRACT MANAGEMENT**

System Agency may hold funds and not process any Grantee reimbursements or advances, if System Agency, in its sole discretion, determines that a required report is late, incomplete, unsatisfactory, or inaccurate. Required reports, under this Contract include but are not limited to, Progress Reports, End-of-Year (EOY), available bed, and any other DSHS/ASPR HPP required reports. This applies to reports required for the current Contract term as well as reports for the previous Contract term, which due dates may fall within the current Contract term. Failure to comply with the reporting requirements outlined in the Contract, will result in notification to the organization's board members and may result in a fund hold due to non-compliance.

**2. EQUIPMENT AND SUPPLIES PURCHASES**

- A. Grantee and its subrecipients may initiate the purchase of Equipment authorized under the Contract on or before May 1<sup>st</sup> of the applicable Budget Period, as documented by issue of a purchase order or written order confirmation from the equipment vendor. In addition, all Equipment and supplies authorized under the Contract must be received by Grantee or its subrecipients no later than forty-five (45) Calendar Days following the end of the Contract term. Failure to initiate the purchase of Equipment on or before the aforementioned deadline may result in disallowed costs.
- B. At the expiration or termination of this Contract for any reason, title to any authorized Equipment or supplies purchased with funds received under this Contract shall revert to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- C. Grantee shall not transfer custody or reassign storage of HPP-funded Equipment, caches, or mobile/deployable resources outside of the designated HCC Region without written pre-approval by DSHS. The pre-approval requirement does not apply to HPP resources deployed in response to an emergency incident or event or EMTF resources.

**3. SUBRECIPIENT AGREEMENTS**

- A. A participating Healthcare Coalition Member is defined as a subrecipient subcontractor that has entered and maintains an active subrecipient agreement with Grantee in order to receive Equipment, supplies, services, and/or reimbursement of HPP related expenditures for Health Care Preparedness and Response Capabilities.
- B. If a pre-existing participating Healthcare Coalition Organization (HCO) does not maintain an active subrecipient agreement with Grantee, and it no longer desires to participate in HPP, the Healthcare Coalition Member may only retain title to the authorized Equipment or supplies purchased for Health Care Preparedness and Response Capabilities if the entity fulfills an active role in the local or regional emergency management system or response plan, and it executes and maintains a new subrecipient agreement with Grantee. The new subrecipient agreement will indicate that the HPP funded Equipment or supplies will be maintained in a state of readiness and will be used for local/regional emergency response. The healthcare coalition entity will not receive any additional Equipment, supplies, or

funds from Grantee. Grantee must receive written approval from System Agency prior to executing a subrecipient agreement.

- C. Subrecipient subcontractors that have an up-to-date subrecipient agreement in place with Grantee may retain title of all authorized HPP Equipment and supplies for the duration of the Contract term, and therefore, is custodian of authorized Equipment and supplies purchased under this Contract.
- D. Grantee subrecipient subcontractors will maintain licensure and insurance on Equipment assigned to them or in their custody for the duration of the Contract term. Disposition of Equipment, supplies, or caches of a no longer participating HCO will be determined by Grantee with prior written approval of System Agency.

#### **4. REDIRECTION OF FUNDS**

- A. Grantee shall submit written requests and receive System Agency written approval prior to purchasing services, Equipment, and supplies for “place holder” line item(s) that don’t specifically detail what is to be purchased.
- B. Grantee must submit written requests and receive System Agency written approval prior to redirecting funds that were previously approved budget line items under the Contract.
- C. Cumulative budget transfers to increase an individual’s salary must be pre-approved in writing by System Agency prior to implementation.