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Agreement #142033

**SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2013-2015 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Seventh Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2013 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County, acting by and through its Yamhill County Public Health ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Yamhill County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Definitions set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to add the initial award of financial assistance for fiscal year 2014-2015 to the existing Financial Assistance Award for fiscal year 2013-2014 set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the HIPAA Compliance requirements set forth in Exhibit G of the Agreement; and,

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is amended as follows:

a. Exhibit A. "Definitions", Section 8. "Financial Assistance Award" or "FAA" is amended as follows: (deleted text is indicated by ~~strikethrough~~, added text is **bold and underlined.**)

"8. "Financial Assistance Award" or "FAA" means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time. **References throughout this Agreement to "the**

Accepted by Yamhill County  
Board of Commissioners on

7-31-14 by Board Order  
# 14-450

John A. Kitzhaber, MD, Governor

250 Winter St NE, Room 306  
Salem, OR 97301  
Voice: (503) 945-5818  
FAX: (503) 373-7889

## DOCUMENT RETURN STATEMENT

June 26, 2014

Re: Document #: **142033-7**, hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

**Important:** If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Phil McCoy at (503) 945-5868.

I Allen Springer, Chair, Board of Commissioners,  
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Yamhill County Public Health, by e-mail from Connie Thies on June 26, 2014.

On 7-31-14, I signed the electronically transmitted Document without  
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

Allen Springer 7-31-14  
(Authorizing Signature) (Date)

B.O. 14-450

**Financial Assistance Award” means any and all descriptions of financial assistance currently set forth or as may be added to Exhibit C, to reflect increases or decreases in award amounts as they may occur during the entire period of the Agreement.”**

- b. Exhibit B “Program Element Descriptions” is amended as follows:
- (1) **Program Element #12: Public Health Emergency Preparedness Program (PHEP)** is hereby superseded and replaced in its entirety by Exhibit 1 “Program Element #12: Public Health Emergency Preparedness Program (PHEP)” attached hereto and incorporated herein by this reference.
  - (2) **Program Element #41: Reproductive Health Program** is hereby superseded and replaced in its entirety by Exhibit 2 “Program Element #41: Reproductive Health Program” attached hereto and incorporated herein by this reference.
  - (3) **Program Element #44: School-Based Health Centers (SBHC)** is hereby superseded and replaced in its entirety by Exhibit 3 “Program Element #44: School-Based Health Centers (SBHC)” attached hereto and incorporated herein by this reference.
- c. Exhibit C “Financial Assistance Award and Revenue and Expenditure Reporting Forms”, Section 1 “Financial Assistance Award” only is amended to add the Financial Assistance Award for the period July 1, 2014 through June 30, 2015 as set forth in Attachment 1 attached hereto and incorporated by this reference. Attachment 1 must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
- d. Exhibit D “Special Terms and Conditions” is hereby superseded and replaced in its entirety as set forth in Attachment 2 “Exhibit D, Special Terms and Conditions” attached hereto and incorporated herein by this reference.
- e. Exhibit G “Required Federal Terms and Conditions”, Section 6. “HIPAA Compliance” only is hereby deleted in its entirety and designated as “Reserved”.
2. The current total award amount as of this Amendment is: **\$1,464,679.00**.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
7. This Amendment becomes effective on the date of the last signature below.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

JUL 31 2014 3:33PM HP LHSERJET FAX

P. 3

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: [Signature]  
Name: Jayno Bailey Priscilla Lewis  
Title: Interim Deputy Public Health Director  
Date: 8/20/2014

YAMHILL COUNTY ACTING BY AND THROUGH ITS YAMHILL COUNTY PUBLIC HEALTH (LPHIA)

By: [Signature]  
Name: Allen Springer  
Title: Chair, Board of Commissioners  
Date: 7-31-14

DEPARTMENT OF JUSTICE -- APPROVED FOR LEGAL SUFFICIENCY  
Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 24, 2014. A copy of the emailed approval is on file at OCP.

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: [Signature]  
Name: Phillip O. McCoy, OPEC, OCAC  
Title: Contract Specialist  
Date: 08/25/14

[Signature]  
Approved As To Form  
Christian Boonick  
County Counsel  
Yamhill County

Carolee Yum 8/19/14

Accepted by Yamhill County  
Board of Commissioners on

7.31.14 by Board Order  
# 14-450

**Exhibit 1 to Amendment #7 to Agreement #142033**

**Program Element #12: Public Health Emergency Preparedness Program (PHEP)**

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Specific to PHEP Programs.**
  - a. **Capability Performance Measure Analysis:** An assessment of the difference between prescribed CDC Capabilities organized by function and current local capabilities using an evaluation tool developed by the Health Security Preparedness and Response Program (HSPRP).
  - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
  - c. **Community Hazard Risk Assessment:** A community hazard risk assessment is a process leading to a written document that presents findings used to assess and identify community-specific public health hazards and vulnerabilities so that plans may be developed to reduce or eliminate these threats.
  - d. **Electronic Surveillance System for Early Notification of Community based Epidemics (ESSENCE):** An automated, real-time syndromic surveillance system with mapping and graphing capabilities that monitors emergency department visits across the state to identify emerging public health events.
  - e. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency 24 hours per day, 7 days per week. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators.
  - f. **Health Security Preparedness and Response Program (HSPRP):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and the tribes to develop plans and procedures to prepare Oregon to respond, mitigate, and recover from public health emergencies.

- g. Investigative Guidelines:** Oregon Disease Investigation Guidelines can be found at: <http://public.health.oregon.gov/diseasesconditions/communicabledisease/reportingcommunicabledisease/reportingguidelines/pages/index.aspx>
- h. Medical Countermeasures:** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.
- i. National Incident Management System (NIMS):** The Federal Homeland Security Administration's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. More information can be viewed at: <http://www.fema.gov/emergency/nims/index.shtm>
- j. Oregon Public Health Epidemiology User System (ORPHEUS):** An application that integrates information on reportable communicable diseases for state and local use. Information can be found at: <http://public.health.oregon.gov/diseasesconditions/communicabledisease/localhealthdepartments/pages/outbreak.aspx>
- k. Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
- l. Public Health Emergency Preparedness (PHEP):** local public health systems designed to better prepare Oregon to respond, mitigate, and recover from public health emergencies.
- m. Reviews:** The evaluation of an LPHA's Public Health Emergency Preparedness and Response materials, products, plans, and activities conducted twice each year by state and local preparedness staff using instruments developed by Oregon Health Authority with collaboration and consultation with the Conference of Local Health Officials.
- n. Receipt, Stage and Storage (RSS):** The site where Strategic National Stockpile assets are received staged and stored (RSS). To be an approved RSS, the warehouse must meet minimum federal recommendations regarding security, climate control, size, lighting, dock capacity, and access to warehouse resources.
- o. Vaccine Adverse Events Reporting System (VAERS):** A passive surveillance program used to monitor vaccine safety in the United States. VAERS collects reports of adverse events occurring after vaccination from public and private providers, parents, patients, and vaccine manufacturers.

3. **General Requirements.** All of LPHA's PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
  - b. **Audit Requirements.** In accordance with federal guidance, each entity receiving funds shall, not less than once every two years, audit its expenditures of PHEP funding. Such audits shall be conducted by an entity independent of the agency and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with PHEP cooperative agreement guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
  - c. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its OHA approved Work Plan using the example set forth in Attachment 2 to this Program Element Description. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPRP agreement and approval. Work plans will be reviewed on a semi-annual basis by the PHEP liaison.
  - d. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Preparedness Coordinator position acceptable to the OHA. The Public Health Preparedness Coordinator will be the OHA's chief point of contact related to program issues. The Public Health Preparedness Coordinator will ensure that all scheduled preparedness coordination conference calls and statewide preparedness coordination meetings and the LPHA PHEP Annual Review are attended by an LPHA representative. LPHA must staff its PHEP Program at the appropriate level to implement its PHEP activities in accordance with its approved Work Plan, depending on its level of funding, as specified in the award of funds for this Program Element.
  - e. **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more needs to go through the liaison and may only be made with HSPRP approval.
  - f. **Meeting Attendance and Participation.** LPHA must attend HSPRP meetings and participate in workgroups, as reasonably required by HSPRP as follows:
    - i. Attendance at PHEP grantee meetings.
    - ii. Training and/or conferences for staff and/or supervisors that is relevant to PHEP, examples include PIO and ICS training.

- iii. Paperwork, meetings, conference calls and preparation related to PHEP services and activities.
- iv. Participation in combined local/state PHEP workgroups for the development of PHEP program materials and activities.
- v. Participation in the regional or local HPP Coalition meetings.
- g. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement or this Program Element Description, the provisions of this Agreement or the provisions of this Program Element Description, as applicable, shall control.
- h. **PHEP Program Reviews.** PE 12 will be integrated into the Triennial/ Biennial Review Process of all of the PEs. LPHA shall submit its materials and tools for the Review, in conjunction with the Triennial/Biennial Review process of all of the PEs. The review will be biennial and completed in conjunction with the statewide WIC schedule determined by the Office of Community Liaisons.
- i. **Budget and Expense Reporting.** Using the budget and expense to budget Excel file set forth in Attachment 1 and available through the liaison attached hereto and incorporated herein by this reference, LPHA shall provide to OHA by August 31, of each year, a budget using actual award amounts, detailing LPHA's expected costs to operate its PHEP programs during the period of July 1, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1, through June 30. The budget and expense to budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report under Equipment.

4. **Procedural and Operational Requirements.**

- a. **Public Health Capability Performance Measure Analysis Introduction & Purpose:** During the next 4 years, local and tribal jurisdictions will work to demonstrate the ability to perform all applicable CDC Public Health Preparedness Capabilities. To determine 1) which capabilities the state as a whole should focus on, and 2) what activities should be prioritized within each jurisdiction, counties and tribes will be asked to complete a gap analysis based on the CDC capabilities. These analyses will build off the following years work and will not have to be newly constructed each fiscal year.
- b. **Public Health Capability Performance Measure Analysis:** LPHA shall complete a Public Health Capability Performance Measure Analysis using the assessment tool provided and approved by HSPRP by August 15 each year.

- c. **Work Plan Description:** Counties must develop a work plan for the budget period. The work that LPHAs assign themselves in the work plan will be based on the gaps identified in the Public Health Capability Performance Measure Analysis, using the Public Health Consequences Analysis and improvement plans developed from after action reports from real events or exercises to help prioritize which capabilities and functions are most important to have fully developed in their jurisdiction. An example is set forth in Attachment 2 to this Program Element Description.
- d. **Public Health Preparedness Program Work Plan:** LPHA shall develop a Public Health Preparedness Program work plan using the template set forth as Attachment 2 to this Program Element Description focusing in the current year on activities to build or sustain CDC Public Health Capabilities and associated functions. The work plan must be completed and approved by OHA by September 15 each year. At a minimum LPHA must build two capabilities in the work plan. Current capabilities shall be sustained.
- e. **Public Health Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPRP approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the planned activities in its local PHEP work plan for two consecutive years, it may not be eligible to receive funding under this Program Element in the next fiscal year.
- f. **Emergency Response Time.**
  - i. LPHA shall establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, and the public can phone to report public health emergencies within the LPHA service area.
  - ii. The telephone number shall be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven digit telephone number available to callers from outside the local emergency dispatch. LPHA may use their 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be listed in all instances and be provided to switchboard operators so that callers from outside the locality can contact LPHA through the local dispatch system.
  - iii. The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7 telephone number. LPHA shall list and maintain both the switchboard number and the 24/7 numbers on the HAN.
- g. **HAN.** LPHA shall identify a local HAN Administrator. The local HAN Administrator shall:
  - i. Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - ii. Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - iii. Serve as the LPHA authority on all HAN related access (excluding hospitals and tribes).

- iv. Coordinate with the State HAN Coordinator to ensure the roles are correctly distributed within each county.
- v. LPHA to participate in three annual statewide ESF-8 tactical communications exercises. Deliverables associated with this exercise are as follows:
  - (I.) Test of the LPHA's 24/7 contact with a response within 15 minutes.
  - (II.) Test of the LPHA's HAN system roles via alert confirmation for: Health Officer, CD Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.
- vi. Perform general administration for all local implementation of the HAN system in their respective organizations.
- vii. Review their LPHA HAN users two times annually to ensure users are assigned their appropriate roles and that appropriate users are deactivated.
- viii. HAN-related Performance Measures:

**Performance Measure O.1:** A HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the appropriate County Liaison and the State HAN Admin Coordinator.

**Performance Measure O.2:** LPHA HAN Administrator will facilitate in the development of HAN accounts for new LPHA users, and will document that LPHA HAN user accounts are up to date at least twice annually.

**Performance Measure O.3:** LPHA will upload AARs from incidents and exercises within 60 days of their completion.

**Performance Measure O.4:** LPHA will once annually confirm all plans and appropriate procedures are submitted to the liaison.

- h. **Exercise Requirements.** LPHA shall develop and conduct an exercise program that tests LPHA's all-hazard emergency response plans, utilizing an After Action Report, Improvement Plan, and Exercise Evaluation Guide. As further described below, the program shall include exercises that involve LPHA's administration, the local jurisdiction's emergency management and other emergency response partners. LPHA shall annually submit to OHA for approval before December 15, an updated Training and Exercise Plan. The Training and related exercise Plan shall meet the following conditions:
  - i. The Training and related Exercise Plan shall, at a minimum, outline the exercise program priorities, CDC capabilities, and training and exercise schedule.
  - ii. The plan shall demonstrate continuous improvement and progress toward increased capability of the LPHA to perform critical tasks while exercising to the gaps

identified within their Gap Analysis process.

- iii. The plan shall include priorities which address lessons learned from previous exercises, as described in LPHA's existing After Action Reports (AARs) and Improvement Plans (IPs).
- iv. At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three, progressing from discussion based exercises (e.g. seminars, workshops, tabletop exercises, games) to operations based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
- v. LPHA shall work with emergency management to integrate exercises with the county exercise schedule.

**Performance Measure O.5:** At a minimum, LPHA shall, before June 30 each year, develop and satisfactorily execute two public health preparedness exercises as outlined in the LPHA's approved Training and Exercise Plan. LPHA shall submit to OHA for approval an exercise scope, including goals, objectives, activities, list of invited participants, and list of exercise design team members, for each of the exercises at least 45 days before each exercise is scheduled to take place. LPHA shall provide to the OHA an AAR documenting each exercise within 60 days of conducting the exercise. Disease outbreaks or other public health emergencies requiring a LPHA response may, upon OHA's approval, be used to satisfy exercise requirements. NIMS compliant procedures for LPHA command and control shall be used to manage the response to the communicable disease or public health emergencies.

- i. **Training.** LPHA shall be responsible for ensuring the following:
  - i. Staff responsible for public health emergency planning and response roles shall be trained for their respective roles consistent with the Conference of Local Health Officials Minimum Standards dated June 2008, including training on how to discharge the LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law. The Conference of Local Health Officials Minimum Standards may be viewed at:  
  
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/reference.aspx>
  - ii. Identifying and training appropriate LPHA staff for response to bioterrorism, chemical, radiation, communicable diseases, and general emergency response.
  - iii. All local HAN users complete HAN training necessary for their user license.
  - iv. LPHA shall maintain training records for all local public health staff with emergency response roles.

**Performance Measure O.6:** The LPHA training shall include an evaluation component. LPHA is to be NIMS compliant. To determine NIMS compliance and view the standards go to: <http://www.fema.gov/emergency/nims/>

- j. **Planning:** The LPHA shall maintain and execute emergency preparedness procedures/plans as a component of its jurisdictional Emergency Operations Plan (see attachment 3 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC capabilities and/or hazards described in their Community Hazard Risk Assessment and revisions shall be done according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- k. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

**ATTACHMENT 1**  
**TO PROGRAM ELEMENT #12**  
**BUDGET TEMPLATE**

**Preparedness Program Annual Budget**

( ) County  
July 1, 20 - June 30, 20

			Subtotal	Total
<b>PERSONNEL</b>				<b>\$0.00</b>
	Annual Salary	% FTE	0	
{Position Title and Name}			0	
Brief description of activities, for example, This position has primary responsibility for ( ) County public health preparedness activities.				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
Fringe Benefits @ ( )% or describe rate or method				
<b>TRAVEL</b>			\$0	\$0
Total In-State Travel:				
Out-of-State Travel:				
<b>EQUIPMENT (computer, communication, etc.)</b>			\$0	\$0
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>			\$0	\$0
<b>CONTRACTUAL</b>			\$0	\$0
Contract with ( ) Company, for ( ) services.				
Contract with ( ) Company, for ( ) services.				
Contract with ( ) Company for, ( ) services.				
<b>OTHER</b>			\$0	\$0
<b>TOTAL DIRECT CHARGES</b>				<b>\$0</b>
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses:				\$0
<b>TOTAL BUDGET:</b>				<b>\$0</b>

Date, Name and Phone Number of person who prepared budget.

**Preparedness Program Expense to Budget (Example)**

( ) County

Period of the Report (July 1, 20\_\_-December 30, 20\_\_)

	Budget	Expense to date	Variance
<b>PERSONNEL</b>	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
<b>TRAVEL</b>	\$0	\$0	\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
<b>EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):</b>	\$0		\$0
<b>TOTAL:</b>	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

**Notes:**

The budget total should reflect the total amount in the most recent Notice of Grant Award.

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

**Preparedness Program Expense to Budget (Example)**  
 (\_\_\_\_\_) County  
 Period of the Report (July 1, 20\_\_ - June 30, 20\_\_)

	<b>Budget</b>	<b>Expense to date</b>	<b>Variance</b>
<b>PERSONNEL</b>	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
<b>TRAVEL</b>	\$0	\$0	\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
<b>EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):</b>	\$0		\$0
<b>TOTAL:</b>	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:  
 The budget total should reflect the total amount in the most recent Notice of Grant Award.  
 The budget in each category should reflect the total amount in that category for that line item in your submitted budget.



**ATTACHMENT 2**  
**TO PROGRAM ELEMENT #12**

**Oregon Public Health Emergency Preparedness Work plan Instructions**

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JUNE 1, 2014 – JUNE 30, 2015

- Your liaison will set a date for submission of a first draft to meet a final approval deadline of Sept. 15, 2014.
- Your approved work plan will be reviewed with your liaison at mid-year and end of year.
- Activities required under the 2014-15 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

**Suggested process for work plan development:**

- **TRAINING AND EDUCATION:** In addition to prefilled requirements, list all preparedness trainings, workshops conducted or attended by preparedness staff.
- **EXERCISES:** Conduct at least two exercises annually in accordance with your three year training and exercise plan. For an exercise to qualify under this requirement the exercise a.) must be part of a progressive strategy, b.) involve public health staff in the planning process, and c.) involve more than one county public health staff and/or related partners.
- **COMMUNITY OUTREACH:** List any community outreach activities you plan to conduct to improved community preparedness.
- **PARTNER / STAKEHOLDER COLLABORATION:** In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.
- **PLANNING:** List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle.

**Column Descriptions:**

**CAPABILITIES:** Indicate the target capabilities addressed by this activity

**SUSTAIN or BUILD:** Indicate whether this activity sustains your current level of capability or builds additional capacity. At least two capabilities must be built within each work plan year.

**PLANNED ACTIVITY:** Describe the planned activity. Where activity is pre-filled, please customize to indicate your own county's specific activity. Ex: *Conduct local call down drill.*

**PROJECTED OUTPUT:** Use SMART goals to describe the activity outcome. Ex: *90% of health department staff will respond to drill within 60 minutes.*

**ACTUAL OUTCOMES:** Describe what is actually achieved and/or the products created from this activity. Ex: *80% of health department staff responded. Contact information was updated and processes reviewed to improve future compliance.*

**TARGET DATE:** Proposed date this activity will occur or be completed.

**NOTES:** For additional explanation.

Capabilities	Sustain or Build	FISCAL/ADMINISTRATIVE Planned Activity	Projected Output	Actual Outcome	Target Date	Notes
Capabilities	Sustain or Build	TRAINING AND EDUCATION Planned Activity	Projected Output	Actual Outcome	Target Date	Notes
Capabilities	Sustain or Build	EXERCISES Planned Activity	Projected Output	Actual Outcome	Target Date	Notes
Capabilities	Sustain or Build	COMMUNITY OUTREACH Planned Activity	Projected Output	Actual Outcome	Target Date	Notes
Capabilities	Sustain or Build	PARTNER/STAKEHOLDER COLLABORATION Planned Activity	Projected Output	Actual Outcome	Target Date	Notes
Capabilities	Sustain or Build	PLANNING Planned Activity	Projected Output	Actual Outcome	Target Date	Notes

Capabilities	UNPLANNED ACTIVITY OR INCIDENT	Outcome	Date of activity or incident	Notes

**ATTACHMENT 5  
TO PROGRAM ELEMENT #12**

**RECOMMENDED PLANS**

**County EOP**

**ESF – 8**

- Public Health
- Medical / EMS
- Mental Health
- Mass Fatality Management

*ESF-8, Health and Medical, is not an exclusively public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.*

**Public Health Specific Plans / Procedures**

**PHEP Base Plan (If not part of ESF-8)**

- Direction and Control (how response is organized)
- Public Information, Emergency Risk Communication
- Communications (Tactical communications, information sharing)
- Resource Management Plan / Procedures

**Public Health Operations**

- Emergency Mass Dispensing / Vaccination and/or Distribution
- Isolation and quarantine (may be in epi procedures)
- Surveillance and outbreak investigation (how to ramp up; may be in epi procedures)
- Environmental Health
- Water and Food Safety, Sanitation and Air quality (depends on county)

**Volunteer Management Plan / Procedures**

**Behavioral Health (addressed separately or integrated into plans/procedures)**

**Vulnerable Populations (addressed separately or integrated into plans/procedures)**

**Biodetection System Response (only for Jackson, Multnomah and Lane counties)**

**Continuity of Operations Plan**

**Supporting Documents**

**Public Health HVA / HRA**

**Mutual Aid Agreements**

**Vulnerable populations data**

**Adoption ordinance / documentation**

**Maintaining Preparedness**

**Training and Exercise Plan**

**Two exercises / year**

**Tribal Coordination (if applicable)**

**24/7 Contact Testing**

**HAN testing, staff assembly drills**

**Plan update schedule and documentation**

*Required elements may be included as part of Public Health Preparedness Plans or EOP, as stand-alone plans and procedures or—in some cases—in other policy or procedure documents. When organizing these elements, priority should be given to making them practical and usable.*

**Exhibit 2 to Amendment #7 to Agreement #142033**

**Program Element #41: Reproductive Health Program**

1. **General Description.** Reproductive Health Services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
  - a. Ahlers & Associates: Vendor for data processing contracted by the Oregon Health Authority, Reproductive Health Program.
  - b. Client Visit Record (CVR): Data collection tool for reproductive health encounters developed by HHS, Office of Population Affairs, Region X, Office of Family Planning, available from the OHA, Reproductive Health Program.
  - c. Federal Poverty Level (FPL) Guidelines: The annually adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
  - d. Federal Title X Program: The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
  - e. Program Income: Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
  - f. Title X Program Guidelines: Program Requirements for Title X Funded Family Planning Projects (formerly the Title X Program Guidelines for Project Grants for Family Planning Services) revised in 2014 and published by the Office of Population Affairs, Office of Public Health and Science, Office of Family Planning.
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, the OPA Program Instructions, and the Oregon Health Authority, Reproductive Health Program Manual.
  - a. Title X Program Guidelines. LPHA must comply with the revised Federal Title X Program Requirements, and any subsequent program instructions issued by the Office of Population Affairs, including the following:

- i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.  
**Citation 42 CFR 59.5 (b)(3)**
  - ii. Provide a broad range of contraceptive methods as defined in the Federal Title X Requirements and as specified by the OHA Reproductive Health Program.  
**Citation 42 CFR 59.5 (a)(1)**
  - iii. Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.  
**Citation 42 CFR 59.5 (b)(3)**
  - iv. Assurance of confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.
  - v. National Standards of care as defined by OPA Program Instruction 09-01 must be cited in protocol and followed for the provision of reproductive health services.
  - vi. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.  
**Citation OAR 855-043-0300 and OAR 855-043-0110 to 0120**
  - vii. Provision of coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.  
**Citation 42 CFR 59.5 (b) (8)**
- b. Data Collection.
- i. LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.  
**Citation 42 USC 701-709**
  - ii. LPHA must collect and submit to the state OHA RH Program the DHHS Title X Outreach and Enrollment Data Report detailing Affordable Care Act outreach and enrollment activities.
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this Agreement, LPHA shall submit to OHA the following written reports:
- a. Annual Plan for Reproductive Health Services covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.  
**Citation Title X Regulation 6.2**

- b. Projected Budget for Family Planning Services covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.  
**Citation 45 CFR 92.20**
- c. Family Planning Program-Specific Revenue and Expenditure Report must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.

**5. Program Income.**

- a. Sliding Fee Scale. If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.  
**Citation 42 CFR 59.5 (a) (7) and (a) (8)**
- b. Fees. Any fees collected for reproductive health services shall be used only to support the Reproductive Health Program.  
**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**
- c. Disposition of Program Income Earned. OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.  
**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**
- d. Indirect Costs. LPHA may not use more than 10% of the funds awarded for family planning services on indirect costs. For purposes of this Contract, indirect costs are defined as costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with 42 USC 701-709.  
**Citation 42 USC 701-709**

**6. Subcontracting.** If LPHA chooses to subcontract all components of family planning services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.

- a. LPHA may sub-contract with another OHA Title X sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

- b. LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

**Exhibit 3 to Amendment #7 to Agreement #142033**

**Program Element #44: School Based Health Centers (SBHC)**

**1. School-Based Health Center ("SBHC") Services**

**a. Definitions:**

School-Based Health Center ("SBHC") has the meaning given the term in ORS 413.225.

**b. Procedural and Operational Requirements.**

- i. The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.
- ii. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which or accessible on the Internet at:

*[Copy and paste this link into your browser's address bar]*

[http://arcweb.sos.state.or.us/pages/rules/oars\\_300/oar\\_333/333\\_028.html](http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html)

The 2014 Standards for Certification for SBHC includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency/Facility, Operations/Staffing, Laboratory/Diagnostic Services, Comprehensive Services, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:

*[Copy and paste this link into your browser's address bar]*

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>

- iii. LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets Certification Requirements as set forth in OAR 333-028-0220..
  - iv. LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- c. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall assure that all SBHC's in its county jurisdiction:

- i. Submit client encounter data in a form acceptable to OHA and in accordance with the 2010 Standards for Certification at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and
- ii. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the 2014 Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

*[Copy and paste this link into your browser's address bar]*

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/KPM.pdf>

- iii. Submit annual SBHC financial data via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).
- iv. Submit annual SBHC hours of operation and staffing via the Program's online Operational Profile in the form acceptable to OHA no later than October 1<sup>st</sup> for the current service year.
- v. Submit completed annual patient satisfaction survey data no later than June 1<sup>st</sup>.
- vi. Complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>.

## **2. SBHC Planning Grants (for specific LPHAs in 2013-2015)**

- a. This section is applicable only to those LPHAs who have received a Planning Grant from the Oregon Health Authority. Current and potential LPHAs will be notified if the 2013 Legislature approves and appropriates funds for SBHC Planning Grants or the SBHC State Program Office has other available funds for SBHC development.
- b. An SBHC planning grant awards one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the Authority selects LPHA to receive a planning grant:
  - i. **Phase I (October 1, 2013 – June 30, 2014) Strategic Planning**
    - (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2015. SBHC certification standards are available from OHA or by using the weblink provided in Section 1.a.ii above.

- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning LPHAs. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (C.) By July 15, 2014, LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

ii. **Phase II (July 1, 2014-June 30, 2015) Strategic Planning**

- (A.) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2015. Sites must become certified by Spring 2015 to maintain current funding and to receive SBHC awards in accordance with the approved funding formula in effect and contingent on available funding. SBHC certification standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>.

- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning LPHAs. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

iii. **Advance Phase (October 1, 2013- June 30, 2014 or July 1, 2014 – June 30, 2015) Strategic Planning**

- (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2014 or Spring 2015. SBHC certification standards are available at: <http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>.
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the Authority SBHC Program and Advance Phase Planning LPHAs. In addition, each SBHC site may have at least one technical assistance visit by a Authority SBHC Program staff member.
- (C.) LPHA must become certified in by Spring 2014 or Spring 2015 to maintain current funding and to receive SBHC awards in accordance with the approved funding formula in effect and contingent on available funding. SBHC certification standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>

**3. SBHC Mental Health Expansion Grants (December 1, 2013 – June 30, 2015)**

- a. Funds provided under this Agreement shall be used to support mental health capacity within the school-based health center system by:
  - i. adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits and /or
  - ii. supporting mental health projects (as defined by grant proposal) within the school-based health center system.
- b. LPHA shall provide services that are culturally and linguistically appropriate to their target population.
- c. LPHA shall track data related to mental health encounters as outlined in the SBHC Certification standards. SBHC Certification standards are available at:  
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>
- d. LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.
- e. LPHA shall participate in monthly check-in meetings (via phone or email) with the SPO and submit 2 mid-project reports and a final project report, due June 15, 2014, December 15, 2014, and June 15, 2015, respectively.

**Attachment 1 to Amendment #7 to Agreement #142033  
Financial Assistance Award for the period July 1, 2014 to June 30, 2015**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
<b>1) Grantee</b> Name: Yamhill County Public Health  Street: 412 N. Ford Street City: McMinnville State: OR Zip Code: 97128		<b>2) Issue Date</b> June 18, 2014	<b>This Action</b> ORIGINAL FY2015
		<b>3) Award Period</b> From July 1, 2014 Through June 30, 2015	
<b>4) OHA Public Health Funds Approved</b>			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			111,288
PE 03 TB Case Management			3,460
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			202,494
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			53,884 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			6,919 ( b )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			6,177 ( b )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			14,413 ( b )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			3,688 ( b )
PE 42 Babies First FAMILY HEALTH SERVICES			11,380
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES			27,945
PE 44 School Based Health Centers FAMILY HEALTH SERVICES			166,000
<b>5) FOOTNOTES:</b> a) \$37,284 is Title X funds for FY2015: \$16,600 is Title V funds for FY2015. b) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, Federal funds may not be used as match for other Federal funds ( such as Medicaid ).			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: Yamhill County Public Health  Street: 412 N. Ford Street City: McMinnville State: OR Zip Code: 97128	<b>2) Issue Date</b> June 18, 2014	<b>This Action</b> ORIGINAL FY2015	
		<b>3) Award Period</b> From July 1, 2014 Through June 30, 2015	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 50 Safe Drinking Water Program			38,599
<b>TOTAL</b>		0	0
<b>5) FOOTNOTES:</b>          			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

Attachment 2 to Amendment #7 to Agreement #142033

OREGON HEALTH AUTHORITY  
2013-2015 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term "LPHA" will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
  - a. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter "Act") as set forth below.
  - b. **LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
    - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).
    - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
    - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
    - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
    - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
    - (6) Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section 3.c. "OHA Responsibilities."
    - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
    - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as

prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.

- (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Section 2.h. above.

**c. OHA Responsibilities.** OHA shall:

- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
- (2) Provide technical assistance to LPHAs.
- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 – OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. **HIPAA Compliance.** The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit F "Standard Terms and Conditions", Section 11 "Limitation of Liabilities".

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

- b. **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

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