



Agreement #148033

**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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This Fifth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (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 Program Element Descriptions set forth in Exhibit B of the 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.

AGREEMENT

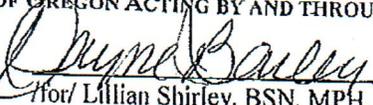
1. Exhibit B "Program Element Descriptions" is modified as follows:
 - a. Program Element #09 "Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" is hereby superseded and replaced in its entirety by Attachment 1 "Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" attached hereto and hereby incorporated into the Agreement by this reference.
 - b. Program Element #10 "Sexually Transmitted Disease (STD) Case Management Services" is hereby superseded and replaced in its entirety by Attachment 2 "Program Element #10: Sexually Transmitted Disease (STD) Client Services" attached hereto and hereby incorporated into the Agreement by this reference.

B.O. 116-125

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

7. Signatures.

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

By: 
Name: Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: 4/12/16

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

By: 
Name: Mary Starrett
Title: Chair, Board of Commissioners
Date: 4-7-16

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY
Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: 
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: 4/12/2016

OFFICE OF CONTRACTS & PROCUREMENT

By: 
Name: Phillip G. McCoy, DPBC, OCAC
Title: Contract Specialist
Date: 5/4/16

Accepted by Yamhill County
Board of Commissioners on
4-7-16 by Board Order
16-175

2. 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.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.
6. This Amendment becomes effective on the date of the last signature below.

Attachment 1 to Amendment 5 to Agreement #148033

Program Element #09: Public Health Emergency Preparedness Program (PHEP)
Ebola Supplement 2

1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address one or more of the following Public Health Preparedness Capabilities:
 - (1) Community Preparedness (Capability 1),
 - (2) Public Health Surveillance and Epidemiological Investigation (Capability 12),
 - (3) Public Health Laboratory Testing (Capability 13),
 - (4) Non-Pharmaceutical Interventions (Capability 11),
 - (5) Responder (Worker) Safety and Health (Capability 14),
 - (6) Emergency Public Information and Warning (Capability 4),
 - (7) Information Sharing (Capability 6), and
 - (8) Medical Surge (Capability 10).

2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. **Budget Period:** Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 1, 2015 through June 30, 2016. The funding period for the PHEP Ebola Supplement is 18 months. (Fiscal Year (FY) 2015 (04/15-06/15), FY 2016 (07/15-06/16), and FY 2017 (07/16-06/17)).
- b. **CDC:** the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. **CDC Public Health Capabilities:** as described online at:
<http://www.cdc.gov/phpr/capabilities/>
- d. **Health Security, Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American tribes to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- e. **Public Health Emergency Preparedness (PHEP):** local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

- 3. General Requirements.** All of LPHA's PHEP Ebola Supplement 2 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. Use of Funds. Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities (Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) 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 require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.
- c. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- d. Work Plan. LPHA shall implement its Ebola Supplemental Fund activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1

4. Work Plan. PHEP work plans must be written with clear and measurable objectives with timelines and include:

- a. At least three broad program goals that address gaps and guide work plan activities. These can be the same as those outlined in Program Element (PE) #12 “Public Health Emergency Preparedness (PHEP)” as related to Ebola or other infectious diseases.
- b. Any of the following:
 - i. Planning activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - ii. Training and Education in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iii. Exercises in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iv. Community Education and Outreach and Partner Collaboration in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - v. Administrative and Fiscal activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).

5. Budget and Expense Reporting.

- a. Proposed Budget for Award Period (July 1, 2015 – June 30, 2016). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through

the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 1, 2015**, a budget, based on actual award amounts, detailing LPHA's expected costs to operate its PHEP Ebola Supplement 2 program during the FY 16 award period.

- b. Actual Expense to Budget for FY 16 Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 15, 2016** the actual expenses for operation of its PHEP Ebola Supplement 2 program during the FY 16 award period.
- c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
- d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the "Capital Equipment" line item category.

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2016

_____ County

July 1, 2015 - June 30, 2016

	Proposed		Actual	12 Mos Total
PERSONNEL			Subtotal	\$0.00
	Annual Salary	% FTE		
<i>(Position Title and Name)</i>	\$0	0.00%		\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
	\$0	0.00%		\$0
	\$0	0.00%		\$0
Fringe Benefits @ ()% of describe rate or method				\$0
TRAVEL				\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)	\$0			\$0
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)				\$0
				\$0
				\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)				\$0
	\$0			\$0
	\$0			\$0
CONTRACTUAL (list each Contract separately and provide a brief description)				\$0
				\$0
				\$0
OTHER				\$0
	\$0			\$0
	\$0			\$0
	\$0			\$0
TOTAL DIRECT CHARGES				\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0			\$0
TOTAL BUDGET:				\$0

Date, Name and phone number of person who prepared budget

ATTACHMENT 1

TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE

PE 09 Preparedness Program Ebola Supplement 2 FY 2016

_____ County

Period of the Report July 1, 2015-June 30, 2016)

	Budget	Expense to date	Variance
PERSONNEL			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
TRAVEL			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0		\$0
TOTAL:	\$0	\$0	\$0

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

Notes:

ATTACHMENT 2
TO PROGRAM ELEMENT #09

Part 1 - Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2015 – JUNE 30, 2016

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison.

WORKPLAN CATEGORIES: Only complete those categories that you plan to address with the Ebola Supplemental Funds

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed. These can be the same as the PE12 goals in relation to Ebola.

TRAINING AND EDUCATION: List all preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) 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 as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

OUTREACH AND PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY EDUCATION: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

COLUMN DESCRIPTION EXAMPLE:

CDC Cap. #s	Planning Objective	Planned Activity	Date Completed	Actual Outcome	Notes
12	By October 15, 2015, LPHA increases CD health capacity by increasing the Health Officer's hours in order to capture subject matter expertise and leadership around ID.	Build staffing plan and increase hours for Health Officer around CD duties and ID planning.	10/15/15	Increased by 5 hours a month, subject matter expertise around CD and ID planning efforts as well as increased ability to respond to ID and CD events.	

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the FY16 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

Part 2 - Work Plan Template
Oregon HSPR Public Health Emergency Preparedness Program
 ____Public Health Preparedness Program
 Ebola Supplemental 2

Goal 1:					
Goal 2:					
Goal 3:					
Ongoing and Goal Related Ebola Supplemental 2 Work					
Training and Education					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Drills and Exercises					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Planning					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

Outreach and Partner Collaboration						
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes	
Community Education						
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes	
INCIDENT AND RESPONSE ACTIVITIES						
CDC Cap. #s	Incident Name/OERS #	Date(s)	Outcomes	Notes		
UNPLANNED ACTIVITY						
CDC Cap. #s	Activity	Date(s)	Outcomes	Notes		

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
CDC Cap. #s	PLANNING	Due Date	Notes
CDC Cap. #s	OUTREACH AND PARTNER COLLABORATION	Due Date	Notes

CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes

Attachment 2 to Amendment 5 to Agreement #148033

Program Element #10: - Sexually Transmitted Disease (STD) Client Services

1. **Description.** Resources provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver Sexually Transmitted Disease related client services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

2. **Report Process:**
 - a. Local Public Health Authority (LPHA) shall review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the Public Health Division HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (Orpheus), the State's online integrated disease reporting system. If LPHA is unable to record case directly into Orpheus, they may fax a completed case report form to HST.

Paper case report forms for some STDs can be found online at: (<https://bitly.com/CaseReport>). LPHA may choose to fax their own case report form provided it includes the minimum information required to be collected by the case entry layout in Orpheus.
 - b. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.

3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering Sexually Transmitted Disease client services. The resources may include:
 - a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such in-kind resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives in-kind resources under this agreement in the form of medications for treating STDs, the LPHA shall use those medications to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program." In the event of a non-STD related emergency, with notification to the STD program, the LPHA may use these medications to address the emergent situation.

- b. **Technical Assistance Resources:** Those services of a OHA Disease Intervention Specialist (DIS), that OHA makes available to LPHA to support the LPHA's delivery of STD client services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work and partner services follow-up.

The local health authority determines priorities and activities of its STD case work. DIS assignments are not for routine staffing or casework and DIS are not available for conducting field work that LPHA has determined is not allowable for LPHA staff.

Services of a DIS may include onsite provision of shadowing and demonstration opportunities as a learning tool for STD case work and/or partner services follow-up, as well as field assistance. Field assistance may be requested after one or more of the following criteria has been met: 1) Three documented attempts have been made to gather further information from a provider related to demographics, risk, screening and/or treatment, 2) Three documented attempts have been made to locate client that meets the criteria of a priority case and 3) Case is unusual, challenging, or potentially risky and collaborative work on the case is needed. This also includes instances where there may be a suspected or confirmed STD outbreak.

- c. **Definition of STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the individual LPHA and OHA, exceeds the expected routine capacity of the local health authority to address.

4. **Procedural and Operational Requirements.** All STD related client services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as in 2.a.) the incidence of reportable STDs within LPHA's service area.
- b. LPHA must provide or refer client for STD services in response to an individual seeking such services from LPHA. STD client services consist of screening individuals for reportable STDs and treating individuals infected with reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must provide STD client services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - i. Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;

- ii. "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG>; and,
 - iii. Oregon Revised Statutes (ORS) 433.045.
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having reportable STDs or to treat the sex partners of individuals infected with reportable STDs, subject to the following requirements:
- i. The medications must be provided at no cost to the individuals receiving treatment.
 - ii. LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - iii. LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - iv. LPHA shall only use "340-B medications" to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program".
- e. If LPHA receives in-kind resources under this Agreement in the form of condoms, and lubricants, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement.
5. **Reporting Obligations and other Requirements.** LPHA shall submit data regarding STD client services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database or some equivalent mechanism for data reporting deemed acceptable by OHA as outlined in section 2a of this Program Element 10.

Kate Brown, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 373-7365

DOCUMENT RETURN STATEMENT

March 11, 2016

Re: Document #: **148033-5**, 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 Mary Starrett, 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, by e-mail from Lyndell Troxell for Connie Thies on March 11, 2016.

On April 7, 2016, 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.


(Authorizing Signature)

4-7-16
(Date)

Accepted by Yamhill County
Board of Commissioners on
4.7.16 by Board Order
16-125