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AGREEMENT #154134

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County Public Health, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Yamhill County ("LPHA").

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA's public health programs.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on **July 1, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2019**.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

- Exhibit A Definitions
- Exhibit B Program Element Descriptions
- Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms
- Exhibit D Special Terms and Conditions
- Exhibit E General Terms and Conditions
- Exhibit F Standard Terms and Conditions
- Exhibit G Required Federal Terms and Conditions
- Exhibit H Required Provider Contract Provisions
- Exhibit I Provider Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

State of Oregon, acting by and through its Oregon Health Authority

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

YAMHILL COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: 
Name: SILAS HALLOLAN-STEINER
Title: HHS DIRECTOR
Date: 6/21/17

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 19, 2017, copy of email approval in Agreement file.

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

Accepted by Yamhill County
Board of Commissioners on
6-22-17 by Board Order
17-225

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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3. SIGNATURES.

State of Oregon, acting by and through its Oregon Health Authority

By: Lillian Shirley
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: 6-30-17

YAMHILL COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: [Signature]
Name: SILAS HALLOREN STEINER
Title: HHS DIRECTOR
Date: 6/21/17

DEPARTMENT OF JUSTICE - APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 19, 2017, copy of email approval in Agreement file.

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: Mai Quach
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: 6/30/17

Accepted by Yamhill County
Board of Commissioners on
6-22-17 by Board Order
17-225

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. ~~“Agreement” means this 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services.~~
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 16 “Program Element” above.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **“Misexpenditure”** means funds, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2017-2019 PROGRAM ELEMENTS (PE)

| PE NUMBER AND TITLE • SUB-ELEMENT(S) | FUND TYPE | FEDERAL AGENCY/ GRANT TITLE | CFDA# | HIPAA RELATED (Y/N) | SUB-RECIPIENT (Y/N) |
|--|------------------|---|------------------|----------------------------|----------------------------|
| <u>PE 01</u> State Support for Public Health (SSPH) | GF | | | N | N |
| <u>PE 03</u> Tuberculosis Services | GF/FF | CDC/TB Prevention and Control | 93.116 | N | Y |
| <u>PE 10</u> Sexually Transmitted Disease (STD) | GF/FF | CDC/Preventative Health Services Sexually Transmitted Diseases Control Grants | 93.977 | N | Y |
| <u>PE 12</u> Public Health Emergency Preparedness Program (PHEP) | FF | DHHS/Public Health Emergency Preparedness | 93.069 | N | Y |
| <u>PE 13</u> Tobacco Prevention and Education Program (TPEP) | OF/FF | CDC/State Tobacco Control Program | 93.305 | N | Y |
| <u>PE 41</u> Reproductive Health Program | FF | DHHS/Family Planning Services | 93.217 | Y | Y |
| <u>PE 42</u> Maternal, Child and Adolescent Health (MCAH) Services | GF/FF | HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program | 93.994 93.778 | Y | Y |

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

| <u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S) | <u>FUND TYPE</u> | <u>FEDERAL AGENCY/ GRANT TITLE</u> | <u>CFDA#</u> | <u>HIPAA RELATED (Y/N)</u> | <u>SUB-RECIPIENT (Y/N)</u> |
|--|------------------|--|------------------|----------------------------|----------------------------|
| PE 43 Public Health Practice (PHP) - Immunization Services | GF/FF | Title XIX Medicaid Admin/Medical Assistance Program | 93.778 | N | N |
| PE 44 School-Based Health Centers (SBHC) | GF | | | N | N |
| PE 50 Safe Drinking Water (SDW) Program | OF/FF | EPA/State Public Water System Supervision, EPA/Drinking Water State Revolving Fund | 66.432 66.468 | N | Y |

18. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
19. **“Provider”** has the meaning set forth in Exhibit E “General Terms and Conditions, Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
20. **“Provider Contract”** has the meaning set forth in Exhibit E “General Terms and Conditions” Section 3.
21. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

Program Element #01: State Support for Public Health (SSPH)

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.
2. **Definitions Specific to SSPH**
 - a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.
 - b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by CLHO in June 2008, available online at:
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf> and in accordance with OAR 333 Division 14.
3. **Standards for Program Operations.**
 - a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
 - b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:
<http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>
4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement.

Program Element #03 - Tuberculosis Services**1. Description.**

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds 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, as supplemental funds to support LPHA's TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA's TB investigation and control program.

2. Definitions Specific to TB Services.

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
- e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines.
- f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The "cohort" is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
- g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.
- h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in the Department's Investigative Guidelines.
- j. **Interjurisdictional Transfer:** A suspected TB case, TB case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. **Investigative Guidelines:** Department guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.

- l. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- n. Suspected Case:** A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Procedural and Operational Requirements.

- a.** LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: Tuberculosis Case Management Services, as defined above and further described below and in the Department's Investigative Guidelines.
- b. Tuberculosis Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
 - (1)** LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2)** LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
 - (3)** LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4)** DOT is the standard of care for the treatment of TB. Cases of TB disease should be treated via DOT. If DOT is not utilized, The Department's TB Program must be consulted.

- (5) The Department's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7) With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
 - (8) The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- c. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
 - d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with the Department.
 - e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
4. **Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to the Department:
- a. LPHA shall notify the Department's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to the Department, notify the Department of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize the Department's "TB Disease Case Report Form" and ORPHEUS for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to the Department's TB Program utilizing the "TB Disease Case Report Form" and ORPHEUS within 5 business days of conclusion of treatment.
 - b. LPHA shall submit data regarding contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
 - c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
 - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
 - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

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 (STD) 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. 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://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingForms/Pages/index.aspx> .

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 STD 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 LPHA 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 LPHA to address the outbreak.

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:
- (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx> ; and
 - (3) 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:
- (1) The medications must be provided at no cost to the individuals receiving treatment;
 - (2) 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;
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use; and
 - (4) 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 2.a. of this Program Element 10.

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 Relevant to PHEP Programs.**
 - a. **Budget Period:** Budget period is defined as the intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, budget period is July 1 through June 30.
 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
 - c. **CDC Public Health Preparedness Capabilities:** Developed by the CDC to serve as national public health preparedness standards for state and local planning. For more details: <http://www.cdc.gov/phpr/capabilities/>
 - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
 - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
 - f. **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, 365 days per year. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators.
 - g. **Health Security Preparedness and Response (HSPR):** A state level program to develop systems, plans and procedures to prepare for and respond to major, acute threats and emergencies that impact the health of people in Oregon. This work is done jointly between HSPR, Local Public Health Departments and Native American Tribes (Tribes).
 - h. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge capacity and enhance community and hospital preparedness for public health emergencies.
 - i. **Medical Countermeasures (MCM):** 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.

- j. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security 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: <https://www.fema.gov/national-incident-management-system>
 - k. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
 - l. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of Tribal, state, local and territorial public health departments. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
 - m. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
 - n. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
 - o. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' 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. **Work Plan.** LPHA shall implement its PHEP 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.
 - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **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. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **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, this Agreement shall control.
- f. **PHEP Program Reviews.**
 - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
 - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, 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 September 15 of each year, the actual expense-to-budget report for the prior fiscal 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 capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

4. Procedural and Operational Requirements.

- a. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
 - (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
 - (3) Participation in a minimum of 75% of the regional or local HPP/Health Care Coalition (HCC) meetings.
 - (4) For CRI counties only, participation in meetings led by MCM coordinator.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted PHEP monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Preparedness subcommittee.
- b. **Public Health Preparedness Capability Survey:** LPHA shall complete all applicable Public Health Preparedness Capability Surveys sponsored by HSPR by August 15 each year.

- c. **Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:
- (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities;
 - (2) Local public health leadership reviews and approves work plans in support of any of the 15 CDC PHP Capabilities;
 - (3) Planning activities in support of any of the 15 CDC PHP Capabilities;
 - (4) Training and Education in support of any of the 15 CDC PHP Capabilities;
 - (5) Exercises in support of any of the 15 CDC PHP Capabilities;
 - (6) Planning will include Access and Functional Needs populations;
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the 15 CDC PHP Capabilities; and
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- d. **Emergency Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPR approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its local PHEP work plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace work plan activities interrupted or delayed.
- e. **24/7/365 Emergency Contact Capability.**
- (1) LPHA shall establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (2) The contact number will be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA shall list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (3) 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 an answering service or their 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be available for callers from outside the locality.
 - (4) The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7/365 telephone number.
 - (5) Quarterly test calls to the 24/7/365 telephone line will be completed by HSPR program staff and LPHA will be required to respond within 60 minutes.
- f. **HAN**
- (1) A local HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the HSPR liaison and the State HAN Coordinator.
 - (2) The local HAN Administrator shall:

- (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA's HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.
 - (h) Initiate at least one local HAN call down exercise/ drill for LPHA staff.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.
 - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.
- g. Multi-Year Training and Exercise Plan (MYTEP):** LPHA shall annually submit to HSPR on or before September 1, an updated MYTEP. The MYTEP shall meet the following conditions:
- (1) The plan shall demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
 - (2) The plan shall include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's existing After Action Report (AAR)/ Improvement Plan (IP).
 - (3) LPHA shall work with Emergency Management, local health care partners and other community partners to integrate exercises.
 - (4) 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 operation-based exercises (e.g. drills, functional exercises and full scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify under this requirement the exercise or incident must:
 - (a) Have public health objectives that are described in the Exercise Plan or the Incident Action Plan.

- (b) Involve public health staff in the planning process
 - (c) Involve more than one county public health staff and/ or related partners as active participants
 - (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting or participating in the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
 - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- h. Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance. More information can be viewed at:
- https://www.oregon.gov/OEM/Documents/FY2017_NIMS_Compliance_Form.pdf
http://www.oregon.gov/OEM/Documents/NIMS_FAQ.pdf
- i. Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities based on the local identified hazards. Revisions shall be made 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.
- j. 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, 201 - June 30, 201 | | | |
| | | | Total |
| PERSONNEL | | Subtotal | \$0 |
| | List as an Annual Salary | % FTE based on 12 months | 0 |
| <i>(Position Title and Name)</i> | | | 0 |
| Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities. | | | |
| | | | 0 |
| | | | 0 |
| | | | 0 |
| | | | 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 | |
| Hotel Costs: | | | |
| Per Diem Costs: | | | |
| Mileage or Car Rental Costs: | | | |
| Registration Costs: | | | |
| Misc Costs: | | | |
| 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 | |
| Air Travel Costs: | | | |
| Hotel Costs: | | | |
| Per Diem Costs: | | | |
| Mileage or Car Rental Costs: | | | |
| Registration Costs: | | | |
| Misc. Costs: | | | |
| CAPITAL EQUIPMENT (individual items that cost \$5,000 or more) | | \$0 | \$0 |
| | | | |
| SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.) | | \$0 | \$0 |
| | | | |

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| | | | |
|---|--|-----|-----|
| CONTRACTUAL (list each Contract separately and provide a brief description) | | | |
| | | \$0 | \$0 |
| Contract with (____) Company for \$_____, for (_____) services. | | | |
| Contract with (____) Company for \$_____, for (_____) services. | | | |
| Contract with (____) Company for \$_____, for (_____) services. | | | |
| OTHER | | \$0 | \$0 |
| TOTAL DIRECT CHARGES | | | \$0 |
| TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method | | | \$0 |
| TOTAL BUDGET: | | | \$0 |
| Date, Name and phone number of person who prepared budget | | | |
| <p>NOTES:</p> <p>Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000</p> <p>% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 \times 12 / 2080 = .29$ FTE</p> | | | |

| Preparedness Program Expense to Budget | | | |
|---|--------|-----------------|----------|
| County | | | |
| Period of the Report (July 1, 201 - December 31, 201) | | | |
| | Budget | Expense to date | Variance |
| PERSONNEL | \$0 | \$0 | \$0 |
| Salary | \$0 | \$0 | |
| Fringe Benefits | \$0 | \$0 | |
| | | | |
| TRAVEL | \$0 | | \$0 |
| In-State Travel: | \$0 | \$0 | |
| Out-of-State Travel: | \$0 | \$0 | |
| | | | |
| CAPITAL EQUIPMENT | \$0 | \$0 | \$0 |
| | | | |
| SUPPLIES | \$0 | \$0 | \$0 |
| | | | |
| CONTRACTUAL | \$0 | \$0 | \$0 |
| | | | |
| OTHER | \$0 | \$0 | \$0 |
| | | | |
| TOTAL DIRECT | \$0 | \$0 | \$0 |
| | | | |
| TOTAL INDIRECT | \$0 | \$0 | \$0 |
| | | | |
| TOTAL: | \$0 | \$0 | \$0 |
| Date, Name and Phone Number of person who prepared budget. | | | |
| | | | |
| Notes: | | | |
| <ul style="list-style-type: none"> • 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. | | | |

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| Preparedness Program Expense to Budget | | | |
|---|---------------|------------------------|-----------------|
| County | | | |
| Period of the Report (July 1, 201_ - June 30, 201_) | | | |
| | Budget | Expense to date | Variance |
| PERSONNEL | \$0 | \$0 | \$0 |
| Salary | \$0 | | |
| Fringe Benefits | \$0 | | |
| TRAVEL | \$0 | | \$0 |
| In-State Travel: | \$0 | | |
| Out-of-State Travel: | \$0 | | |
| CAPITAL EQUIPMENT | \$0 | | \$0 |
| SUPPLIES (communications, professional services, office supplies) | \$0 | | \$0 |
| CONTRACTUAL | \$0 | | \$0 |
| OTHER (facilities, continued education) | \$0 | | \$0 |
| TOTAL DIRECT | \$0 | \$0 | \$0 |
| TOTAL INDIRECT @ XX% of Direct Expenses (or describe method): | \$0 | \$0 | \$0 |
| TOTAL: | \$0 | \$0 | \$0 |
| Date, Name and Phone Number of person who prepared budget. | | | |
| Notes: | | | |
| <ul style="list-style-type: none"> 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
Work Plan Instructions

Oregon HSPR Public Health Emergency Preparedness Program

For grant cycle: July 1, 2017 – June 30, 2018

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 by February 15 and August 15.~~

WORKPLAN CATEGORIES

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed.

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

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan attachment. 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.

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

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

PRE-FILLED ACTIVITIES

Activities required under the 2017-18 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.

COLUMN DESCRIPTIONS

| Goal | DRILLS and EXERCISES Objective | Planned Activity | Date Completed | Actual Outcome | Notes |
|------|---|---|----------------|---|--|
| 1 | By December 31, 2017, 90% of all health department staff will respond to drill within 60 minutes. | Conduct local call down drill to all staff. | 09/15/17 | 80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance. | Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill. |

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 2017-2018 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.

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Public Health Preparedness Program

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

| Goal | Objectives | Planned Activities | Date Completed | Progress / Actual Outcome | Notes |
|------|--|---|----------------|---|--|
| 3 | <p><i>This is an example</i> By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</p> | <p>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</p> | 9/15/2017 | 20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017. | Identified staff completed 700 and 800 series training online prior to December class. |
| | | <p>December 15, 2017, first classroom training.</p> | 12/15/2017 | Five management staff completed IS-200 on March 18, 2018. | |
| | | <p>July 18, 2017, second classroom training.</p> | 3/18/2018 | Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2018. | |
| | | <p>July 12, 2017, third classroom training.</p> | 5/12/2018 | Trainings records updated on June 15, 2018 | |
| | | <p>PHEP coordinator will update all training records by July 25 2017.</p> | 6/15/2018 | | |

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| | | | | | |
|---------------------------------|---|---|--|---|--------------|
| 3, 4, 6, 7, 8, 9, 11, 12 and 13 | This is an example By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. Goal 1. | <p>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</p> <p>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</p> <p>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</p> <p>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</p> <p>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</p> | <p>9/1/2017</p> <p>10/29/2017</p> <p>9/15/2017</p> <p>9/15/2017</p> <p>2/17/2018</p> | <p>Met with management staff on September 1, 2017.</p> <p>Met with Emergency Management and other partners to develop TEP on 8/17/17. Sent TEP to Liaison on 9/01/17.</p> <p>Presentation developed and gave to staff on 9/15/17</p> <p>82% of the staff responded to quiz. 73% did demonstrate retained knowledge on the expectations for the organization and the individual.</p> | |
| Drills and Exercises | | | | | |
| Goal | Objectives | Planned Activities | Date Completed | Actual Outcomes | Notes |
| | | | | | |
| | | | | | |
| | | | | | |

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| Planning | | | | | | |
|----------------------------------|----------------------|--|----------------|-----------------|----------------------|--|
| Goal | Objectives | Planned Activities | Date Completed | Actual Outcomes | Notes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Partner Collaboration | | | | | | |
| Goal | Objectives | Planned Activities | Date Completed | Actual Outcome | Notes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Community Outreach | | | | | | |
| Goal | Location | Activity / Event Name / Notes / Outcomes | Date Completed | Activity Hours | Total # of Attendees | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| INCIDENT AND RESPONSE ACTIVITIES | | | | | | |
| CDC Cap. #s | Incident Name/OERS # | Date(s) | Outcomes | Notes | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| UNPLANNED ACTIVITY / SUCCESSES | | | | | | |
| CDC Cap. #s | Activity | Date(s) | Outcomes | Notes | | |
| | | | | | | |
| | | | | | | |

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| CDC Cap. #s | FISCAL/ADMINISTRATIVE | Due Dates | Notes |
|-------------|---|-----------|--|
| n/a | Participate in Triennial program review process with OHA staff. <i>PE-12.3.f.i.</i> | | Dates TBD by OHA |
| n/a | Develop annual work plan. <i>PE-12.3.b, PE-12.4.d.i-vii.</i> | 09/01/17 | Proposed draft work plan due to Liaison by 8/1/17. Final work plan due 9/1/17. |
| n/a | Participate in mid-year work plan review with liaison. <i>PE-12.3.f.</i> | 02/15/18 | |
| n/a | Participate in year-end work plan review with liaison. <i>PE-12.3.f.</i> | 06/15/18 | |
| n/a | Submit annual proposed budget to liaison for period July 1 to June 30. <i>PE-12.3.g.</i> | 08/01/17 | |
| n/a | Submit actual expense-to-budget report to liaison for the period of July 1 through Dec. 31. <i>PE-12.3.g.</i> | 02/15/18 | |
| n/a | Submit annual actual expense-to-budget report to liaison for the period of July 1 through June 30. <i>PE-12.3.g.</i> | 09/15/18 | |
| CDC Cap. #s | TRAINING and EDUCATION | Due Date | Notes |
| 1 3 | Update multi-year training and exercise plan (MYTEP). <i>PE-12.4.h.i-vi.</i> | 9/01/17 | Draft due date may be established by liaison. |
| 1 3 | Ensure staff and supervisors responsible for public health emergency planning and response roles are trained for respective roles. <i>PE-12.4.h and CLHO Minimum Standards</i> [Relevant details from your multi-year training and exercise plan should be described in Notes column.] | | |
| 1 3 6 | Ensure that local HAN users complete training necessary for user level. <i>PE-12.4.g.ii.</i> | 06/30/18 | |

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| CDC Cap. #s | DRILLS AND EXERCISES | Due Date | Notes |
|-------------|---|----------|-------|
| 3 | Participate in statewide ESF-8 tactical communications exercises. <i>PE-12.4.f.</i> | | |
| 4 | | | |
| 6 | EXERCISE 1: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i> | | |
| n/a | Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i> | | |
| 3 | Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.vi.</i> | | |
| | EXERCISE 2: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i> | | |
| n/a | Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i> | | |
| 3 | Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.v.</i> | | |

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| CDC Cap. #s | PLANNING | Due Date | Notes |
|-------------|---|----------|--|
| 1 | Complete annual public health preparedness capabilities survey. <i>PE-12.4.b.</i> | 08/15/17 | |
| 1-15 | Review and update public health plans and MOUs every 5 years. <i>PE-12.4.j, OAR104-01000-005(3)</i> | | LPHA plans to consider participation in new or existing plans for the county or region, for example: <ol style="list-style-type: none"> 1. All-Hazards Response and Recovery Plan 2. Resource Management 3. Communications and Information Management 4. Emergency public warning and info 5. Medical surge and Non-pharm interventions 6. First responder 7. Volunteer Management |
| 1 3 | Maintain knowledge of, participate in and give input to development or revisions of county or regional emergency operations plan. [Describe specific activities in Notes column and work plan, if applicable.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i> | | |
| 1 | Maintain or develop written policies and procedures that describe the role and responsibilities of LPHA staff when responding to a public health emergency including disease outbreaks and environmental emergencies. [Describe specific activities in Notes column and work plan.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i> | | |
| 1 6 | Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i> | ongoing | |

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| CDC Cap. #s | PARTNER COLLABORATION | Due Date | Notes |
|--------------|---|----------|---|
| 6 | Participate in monthly preparedness calls for LPHA/Tribes. <i>PE-12.4.a.iv</i> | ongoing | First Tuesday of every month, 1 to 2 p.m. |
| 1-15 | Attend annual OHA or OEM conference. [Describe specific conference(s) attending in Notes column.] <i>PE-12.4.a.i.</i> | | |
| 1 6 | Participate in regional healthcare preparedness coalition meetings. <i>PE-12.4.a.iii.</i> | ongoing | Dates established by HPP Liaison. |
| | HAN: Identify a HAN Administrator to facilitate all local HAN access, issues, user groups, and trainings - excluding hospitals and tribes. <i>PE-12.4.g.</i> | | |
| 1 3 | HAN: (1 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i> | | |
| 1 3 | HAN: (2 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i> | | |
| 3 4 13 | Maintain 24/7 health department telephone contact capability. <i>PE-12.4.f.</i> | ongoing | |
| 1 3 6 | Maintain partnerships with local emergency management, medical examiner, and public safety agencies. [List the scheduled meetings with partners in Notes column and other activities in work plan.] <i>CLHO Minimum Standard 2.1</i> | | |
| CDC Cap. #s | COMMUNITY EDUCATION | Due Date | Notes |
| 3 4 | Maintain ability to inform citizens of actual and potential health threats. [Describe activities in Notes column and in work plan.] <i>CLHO Minimum Standard 2.1</i> | | |

Attachment #3: 2017-2020 Multi-year Training and Exercise Plan

Purpose

The purpose of the Multi-year Training and Exercise Plan (MYTEP) is to provide <<LPHA/Jurisdiction>> direction and goals for the next three years in a HSEEP compliant format. The training and exercise schedule is a living, dynamic document that is updated and refined annually.

The MYTEP provides a roadmap for <<LPHA/Jurisdiction>> to follow in accomplishing the priorities and capabilities described in the Center of Disease Control and Prevention (CDC) Public Health Preparedness Capabilities (PHEP). The priorities within <<LPHA/Jurisdiction>>'s MYTEP were last updated in <<DATE>> through a training and exercise planning workshop (TEPW) with local emergency response partners. The priorities identified were as follows: <<Give Capabilities in list below>>

- Capability #: <<Name of Capability>>

Next update of the <<LPHA/Jurisdiction>> MYTEP: <<DATE>>

Exercise and Training Point of Contact(s) (POCs):

Name:

Title:

E-mail:

Phone:

Program Priorities Identified:

- 1.
- 2.
- 3.
- 4.
- 5.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

| 2017 | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| Completed | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

| 2018 | January | February | March | April | May | June | July | August | September | October | November | December |
|------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

| 2019 | January | February | March | April | May | June | July | August | September | October | November | December |
|------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

| 2020 | January | February | March | April | May | June | July | August | September | October | November | December |
|------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

PHEP Capability Addressed in MYTEP:

**Multiple
Capabilities**

Capability #1: Community Preparedness

**Capability #2: Community
Recovery**

Capability #3: Emergency Operations Coordination

Capability #4: Emergency Public Information and Warning

Capability #5: Fatality Management

**Capability #6: Information
Sharing**

Capability #7: Mass Care

Capability #8: Medical Countermeasure Dispensing

**Capability #9: Medical Materiel Management and
Distribution**

Capability #10: Medical Surge

Capability #11: Non-Pharmaceutical Interventions

**Capability #12: Public Health Laboratory
Testing**

**Capability #13: Public Health Surveillance and Epi
Investigation**

Capability #14: Responder Safety and Health

Capability #15: Volunteer Management

ATTACHMENT 4 - TO PROGRAM ELEMENT #12

Recommended Plans for Public Health

- Public Health and Medical Services that support the state Emergency Support Function (ESF) #8
 - Includes but not limited to:
 - Public Health actions during response and recovery phases
 - Medical Services/EMS actions during response and recovery phases
 - Behavioral/Mental Health actions during response and recovery phases
 - Is an appendix to the County Emergency Operations Plan (EOP)
 - Coordinated in conjunction with Emergency Management and partners
 - Is not an exclusively a 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.
- All-Hazards Base Plan
 - Functional Annexes as appropriate, including Hazard Specific Annexes, which may include but is not limited to:
 - Medical Countermeasure Dispensing and Distribution Plan
 - Emerging Infectious Diseases
 - Chemical Incidents
 - Influenza Pandemic
 - Climate Change
 - Weather / natural disasters - floods, earthquake, wildfire
 - Support Annexes, includes but not limited to:
 - Inventory Management Operations Guide
 - Continuity of Operations Plan (COOP)
 - Information and Communication Plan
 - Volunteer Management
 - Appendices, which can include but not limited to:
 - Public Health and Partner Contact Information
 - Recommended sectors include: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings <https://www.cdc.gov/phpr/capabilities/capability1.pdf>
 - Public Health Incident Command Structure
 - Legal Authority
 - Job Action Sheets

Sustaining Public Health Emergency Preparedness Program

- Maintain Multi-Year Training and Exercise Plan (MYTEP)
- Public Health agency participates or performs in two exercises per year
- Complete After Action Report/Improvement Plans (AAR/IP) sixty days after each exercise
- Apply identified improvement plan items to future exercises and work plans
- Coordinate with partners including Emergency Management, Tribal and Healthcare partners
- Attend Healthcare Preparedness Program (HPP)/Healthcare Coalition meetings
- Conduct 24/7/365 testing with Public Health personnel
- Test HAN on a regular basis
- Document meetings with partners including minutes and agendas
- Ensure availability of current Access and Functional Needs populations data is referenced in current plans

Resources

State:

- Oregon Conference of Local Health Officials Minimum Standards
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20adminstrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>
- Public Health Emergency Preparedness Triennial Review
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>
- Health Security, Preparedness and Response <http://public.health.oregon.gov/Preparedness/Pages/index.aspx>
- Oregon ESSENCE
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/PreparednessSurveillanceEpidemiology/essence/Pages/index.aspx>
- Oregon Web Links <https://public.health.oregon.gov/Preparedness/Partners/HealthAlertNetwork/Pages/weblinks.aspx>
- Secure HAN Login www.HAN.Oregon.gov
- State Emergency Registry of Volunteers in Oregon (SERV-OR) <https://serv-or.org>
- Oregon Emergency Management (OEM) <http://www.oregon.gov/omd/oem/Pages/index.aspx>
- OEM OpsCenter <https://oregonem.com/sso/Login.aspx?ReturnUrl=%2fssso%2f>
- OEM Emergency Support Functions http://www.oregon.gov/OEM/Documents/ESF_State_Recovery_Functions.pdf

Federal:

- CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning
<http://www.cdc.gov/phpr/capabilities/>
- CDC Division of Strategic National Stockpile (DSNS) <http://www.cdc.gov/phpr/stockpile/stockpile.htm>
- CDC Office of Public Health Preparedness and Response <http://www.cdc.gov/about/organization/ophpr.htm>
- CDC Public Health Preparedness <http://emergency.cdc.gov/>
- FEMA National Preparedness Resource Library, including Emergency Support Functions
<http://www.fema.gov/national-preparedness-resource-library>
- FEMA Core Capabilities <https://www.fema.gov/core-capabilities>
- FEMA Comprehensive Preparedness Guides <https://www.fema.gov/plan>

Other:

- Association of State and Territorial Health Officials <http://www.astho.org/Programs/Preparedness/>
- Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>
- National Association of City and County Health Officials (NACCHO)
<http://www.naccho.org/topics/emergency/>
- Public Health Incident Command Structure <http://www.ualbanycphp.org/pinata/phics/>
- Public Health Preparedness <http://www.phe.gov/preparedness/Pages/default.aspx>
- Medical Reserve Corps (MRC) <https://mrc.hhs.gov/HomePage>

Program Element #13: Tobacco Prevention and Education Program (TPEP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
 - c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.

- f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
 - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
4. **Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 to Program Element 13 (TPEP) Budget

| Line Item Budget and Narrative Worksheet | | | | | | | |
|---|--|------------------------------|--------------------|-----------------|-----------------------|------------------|--|
| This is a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$107,781. For 7/1/18-6/30/19 the estimated award is \$107,289. Please complete the following Line Item Budget for: OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19) Identify only funds requested under the OHA TPEP PE13 RFA. Please call your Community Programs Liaison with questions related to this form. | | | | | | | |
| | Agency: | Yamhill County Public Health | | | | | |
| | Fiscal Contact: | Christina Malae | | | | | |
| | E-mail address: | malaec@co.yamhill.or.us | | | | | |
| | Phone Number: | 503-434-7371 | Fax Number: | | | | |
| Budget Categories | Description | | | | | Total | |
| (1) Salary | Position # | Title of Position | Salary (annual) | % of time (FTE) | # of months requested | Total Salary | |
| | 1 | Program Coordinator | \$52,392 | 80.39% | 24 | 84,234.00 | |
| | 2 | Clerical Support | \$32,581 | 21.18% | 24 | 13,804.00 | |
| | 3 | Accounting Support | \$44,526 | 5.65% | 24 | 5,030.00 | |
| | 4 | Program Supervision | \$70,113 | 4.87% | 24 | 6,832.00 | |
| | 5 | Administrative Support | \$88,875 | 1.16% | 24 | 2,067.00 | |
| | TOTAL SALARY | | | | | \$111,967.00 | |
| | Narrative*: | | | | | | |
| | | | | | | \$111,967 | |
| (2) Fringe Benefits | Position # | Total Salary | Base if Applicable | % | = | Total Fringe | |
| | 1 | 84,234.00 | | 62.45% | = | 52,604.13 | |
| | 2 | 13,804.00 | | 78.60% | = | 10,849.94 | |
| | 3 | 5,030.00 | | 70.78% | = | 3,580.23 | |
| | 4 | 6,832.00 | | 59.05% | = | 4,034.30 | |
| | 5 | 2,067.00 | | 42.50% | = | 878.48 | |
| | TOTAL FRINGE | | | | | \$71,927.08 | |
| | | | | | | \$71,927 | |
| (3) Equipment | List equipment. Include all equipment necessary for program (i.e. computer, printer). | | | | | \$0 | |
| | Narrative*: | | | | | | |
| | | | | | | \$0 | |
| (4) Supplies | Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc. | | | | | \$1,714 | |
| | | | | | | \$1,714 | |
| (5) Travel | This covers in-state, out-of-state, and travel to all required trainings. | | | | | | |
| | | In state | Out Of State | Subtotal | | | |
| | Narrative*: | | | | | | |
| | Per Diem: | 653 | | | \$653 | | |
| | Hotel: | 1,730 | | | \$1,730 | | |
| | Air fare: | - | | | \$0 | | |
| | Reg. fees: | - | | | \$0 | | |
| | Other: | - | | | \$0 | | |
| | Mileage: | Miles: 6293 | X | 535 | per mile | \$3,367 | |
| | | | | | | \$5,760 | |
| (6) Other | Please list. | | | | | | |
| | Rent | | | | \$9,598 | | |
| | Telephone | | | | \$3,316 | | |
| | Copying, Printing, Publications | | | | \$1,089 | | |
| | Postage | | | | \$710 | | |
| | Public Health Officer | | | | \$3,365 | | |
| | Professional Development | | | | \$724 | | |
| | Legal, Payroll, Insurance, Audit | | | | \$3,209 | | |
| | Program Supplies (brochures, stickers, etc) | | | | \$1,722 | | |
| | | | | | | \$23,713 | |
| (7) Contracts: | List all sub-contracts and all contractual costs, if applicable. | | | | | | |
| | Contracts must be pre-approved by liaison | | | | | \$0 | |
| | | | | | | \$0 | |
| | | | | | | \$0 | |
| (8) Total Direct Costs | (Sum of 1 through 7) | | | | | \$215,070 | |
| (9) Cost Allocation and Indirect Rate | Indirect @ | 0.00% | | | \$0 | | |
| | | | | | | \$0 | |
| (10) TOTALS | (Sum of 8 & 9). Should equal OHA TPEP PE13 Request. | | | | | \$215,070 | |

Program Element #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program 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 RH 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 OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the 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, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH 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 Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>
3. **Procedural and Operational Requirements.** All RH 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 Title X Program Requirements, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

- b. **Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement 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.

OMB A-133 Subpart C

- 6. **Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
 - a. LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects. .
 - b. LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c. In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d. LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e. LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f. LPHA must assure that all requirements of this Program Element are met.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. **General Description.** Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Services Block Grant Program (Title V) to provide the following services:

- Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”);
- Oregon Mothers Care (OMC) Services;
- Maternity Case Management (MCM) Services; and
- Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded to LPHA for MCAH Services, in the Financial Assistance Award located at Exhibit C to the Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

2. **General Requirements.**

- a. **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- b. **Administration.** LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, 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 Title V, Section 504 [42 USC 704(d)].
- c. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. **Fees.** Use of any fees collected for these services shall be dedicated to such services.
- e. **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)].

- f. MCAH Funds. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
- (1) **Title V Funds.** Title V Funds shall not be used as match for any federal funding source. Title V Funds must be used for services that support Federal or state-identified Title V MCAH priorities.
 - (a) **MCAH/Title V Child and Adolescent Health Funds:** A minimum of thirty percent (30%) of the total Title V funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - (b) **MCAH/Title V Flexible Funds:** The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - (c) **School-Based Health Centers.** MCAH/Title V Funds may also be used for School-Based Health Centers within limitations of Subsection 2.f.(1)(a) and (b) above.
 - (d) **Babies First! and NFP MCAH/Title V Funds,** 2.f.(1)(a) and (b) above, may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection 2.f.(1)(a) and (b) above,
 - (2) **MCAH/Perinatal Health State General Funds.** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - (3) **MCAH/Child and Adolescent Health State General Funds.** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
 - (4) **Babies First! and NFP State General Funds.** State General Funds for B1st! and NFP shall be limited to expenditures for those services. NFP services shall meet program fidelity.

3. **Services Supported by MCAH Funds** (required if Title V funds are accepted by the LPHA).

a. Definitions Specific to this Section.

- (1) **MCAH Services.** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds.** Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in Section 2.f.(1) of this Program Element.

b. Procedural and Operational Requirements. All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. The Comprehensive MCAH Plan shall include a workplan for use of Title V funds

demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities for 2016 through 2020 (Oregon's Title V Priorities) and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at <https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx>. The Comprehensive MCAH Plan shall include:

- (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of Comprehensive MCAH Plan;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Comprehensive MCAH Plan activities and goals.
- (2) LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents. Services administered by OHA include, but may not be limited to the following:
- (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local Public Health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities
 - ii. National Title V Priorities as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Life Course.
 - iii. Oregon's State Title V Measures
 - iv. Oregon's evidence-based/informed strategic measures
 - (b) Title V-funded work in the following areas must related to state-identified Title V Priorities:
 - i. Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - ii. Perinatal health services such as Oregon MothersCare (OMC) Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.

- iii. Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
- iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

- (c) LPHA may provide other MCAH Services identified through the Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of Sections 1, and 2.f. of this Program Element, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

4. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

A progress report on the goals, activities and expenditures of the Comprehensive MCAH Plan must be submitted in conjunction with the LPHA Annual Progress Report, due each year by March 1.

- a. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
- b. LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- c. If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
- d. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

5. Oregon MothersCare (“OMC”) Services (not a required service).

- a. General Description. OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.
- b. Procedural and Operational Requirements for OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.

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- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual April, 2015, provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity Case Management, prenatal care, including dental care, and other services as needed by pregnant women.
 - (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - (4) LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) LPHA must provide follow up services to clients and women referred to LPHA by the 211 Info and other referral sources; inform these individuals of the link to the local Prenatal Care Provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) LPHA must provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan ("OHP") application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA shall make available OMC Services to all pregnant women within the county. Special outreach shall be directed to Low-Income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. "Low-Income" means having an annual household income which is 185% or less of the federal poverty level ("FPL") for an individual or family.
 - (6) LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.
 - (7) LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
 - (8) LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
 - (9) Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose

6. Maternity Case Management (“MCM”) Services (not a required service)

- a. General Description. Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. Definitions Specific to MCM Services. Care Plan, Case Management, and Prenatal/Perinatal Care Provider have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.
- c. Procedural and Operational Requirements for MCM Services. For those clients not enrolled in a CCO, all MCM Services provided with funds under this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a contract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 2.f.(1) of this Program Element.
- d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:
 - (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1- June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
 - (2) Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
 - (3) All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

7. Babies First! and Nurse Family Partnership (B1st!/NFP) Services (required service if Babies First! State General Fund is accepted by the LPHA).

- a. General Description. The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, Case Management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.

- b. Procedural and Operational Requirements. All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements.
- (1) **Staffing Requirements and Staff Qualifications**. LPHA must designate a staff member as its B1st!/NFP Coordinator
 - (2) **Home Visits**.
 - (a) B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN will establish and support a Care Plan and must, at a minimum, complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
 - i. An assessment of the child's growth.
 - ii. A developmental screening.
 - iii. A hearing, vision and dental screening.
 - iv. An assessment of perinatal depression and anxiety.
 - v. An assessment of parent/child interactions.
 - vi. An assessment of environmental learning opportunities and safety.
 - vii. An assessment of the child's immunization status.
 - viii. Referral for medical and other care when assessments indicate that care is needed.
 - (b) Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement .)
 - (c) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.
 - (3) **Targeted Case Management**. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Targeted Case Management-eligible services are for fee-for-service eligible clients only. Services arranged through contract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.

c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st/NFP Services:

- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.

 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.
- (2) Client data reports shall include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
- (3) All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

Program Element #43: Public Health Practice (“PHP”) – Immunization Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with and subject to the restrictions and limitations set forth below, to provide Immunization Services in LPHA’s Service Area “Immunization Services”. All changes to this Program Element are effective upon receipt of grant award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization Services include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity in service delivery.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- c. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case-management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- f. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- g. **Delegate Addendum:** A document serving as a contract between a LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
- h. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- i. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- j. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- n. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
- (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
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- o. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- p. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- q. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- t. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- u. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine based on insurance coverage for immunization.
- w. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
- (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. Procedural and Operational Requirements:

- a. **Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VFC Provider. If LPHA contracts out for clinical services, LPHA must ensure that contractor maintains enrollment as an active VFC Provider.
- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. **Vaccine Management.**
 - (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and will reconcile their inventory in ALERT IIS. Inventories will be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. **Billable Vaccine/IG.**
 - (1) LPHA will be billed quarterly by the OHA for billable doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. **Delegate Agencies.**
 - (1) If LPHA has an agreement with other agencies for Immunization Services, LPHA will complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.
- f. **Vaccine Administration.**
 - (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that clinical immunization staff annually view the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual update. Both are available as a DVD or a web-on-demand from the CDC's website.,
 - (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine;
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille);
 - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record;

- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred;
 - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement);
 - (f) Demonstrate the ability to override a VIS date in their EHR system;
 - (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf> , or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232; and
 - (h) Comply with Vaccine Billing Standards. See Appendix A to this Program Element.
- g. Immunization Rates, Outreach and Education.** OHA will provide annually to LPHA their AFIX rates and other population-based county rates. LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
- h. Tracking and Recall.**
- (1) LPHA must forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic forecasting system.
 - (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
 - (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- i. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
- <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
 - <http://public.health.oregon.gov/LaboratoryServices>
 - <http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

j. Adverse Events Following Immunizations.

- (1) LPHA must complete and electronically file a VAERS form if:
 - (a) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
 - (b) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
 - (c) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (d) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital; and
- (2) Email a copy of the VAERS report number to OHA as soon as possible after filing the VAERS report.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.

Case-management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:

- (1) Screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs;
- (2) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%;
- (3) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System;
- (4) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA;
- (5) Provide Case-management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology; and
- (6) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

l. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA will submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Affordable Care Act Grants/Prevention and Public Health Project Grants

- (1) If one time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

4. Performance Measures. LPHA will meet the following performance measures:

- a. If LPHA case manages 5 births or more to HBsAg-positive mothers annually, it will ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% it will increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA achieves VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS;
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter;
 - (3) Recording the receipt of vaccine inventory in ALERT IIS; and
 - (4) 95% of Primary Review Summary follow-up reports (Sections E-H) are received from schools and children's facilities within 21 days of the annual exclusion day. LPHA will follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

5. Terms and Conditions Particular to LPHA's Performance of Immunization Services.

- a. LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
- b. LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

6. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports to OHA's Immunization Program:

- a. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 3.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 3.l(3) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

Appendix A

**Billing Health Plans in Public Clinics
Standards**

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for Billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or vaccine eligibility code
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
 - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and vaccine eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in vaccine eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses vaccine eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses vaccine eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a vaccine eligibility code of B or L

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

1. School-Based Health Center (“SBHC”) Services.

a. Description. The funds provided under this Agreement for this Program Element, 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.

b. Definitions.

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

c. Procedural and Operational Requirements.

(1) All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which or accessible on the Internet at:

http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html

The SBHC Standards for Certification, Version 4 includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

(2) 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.

(3) 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.

d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall assure that all SBHC’s in its county jurisdiction:

(1) Submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 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

(2) Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/data-requirements.aspx>

(3) 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).

- (4) 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 1st for the current service year.
- (5) Submit completed annual student satisfaction survey data no later than June 1st.
- (6) 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 2017-2019)

- a. This section is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.
- b. An SBHC Planning Grant provides 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 OHA selects LPHA to receive a SBHC Planning Grant:

(1) Phase I (October 1, 2017– June 30, 2018) 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 must have the SBHC sites open, operational and ready for certification by Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (c) By July 1, 2018, the 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.

(2) Phase II (July 1, 2018-June 30, 2019) 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 2019. Sites must become certified by June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning grantees. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (3) **Advance Phase (October 1, 2017 - June 30, 2018 or July 1, 2018 – June 30, 2019) 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 2018 or Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
 - (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the OHA SBHC Program and L P H A Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
 - (c) LPHA must become certified in by June 30, 2018 or June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

3. SBHC Mental Health Expansion Grants (July 1, 2017 – June 30, 2019)

- a. This section is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Mental Health Expansion Grants.
- b. Funds provided under this Agreement shall be used to support mental health capacity within the SBHC system by:
 - (1) 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
 - (2) Supporting mental health projects (as defined by grant proposal) within the SBHC system.
- c. LPHA shall provide services that are culturally and linguistically appropriate to their target population.
- d. 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/Pages/certification.aspx>
- e. LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.
- f. LPHA shall participate in check-in meetings (via phone or email) at times mutually agreed to between the OHA SBHC Program and the LPHA and submit 3 mid-project reports and a final project report, due December 15, 2017, June 15, 2018, December 15, 2018, and June 15, 2019, respectively.

Program Element #50: Safe Drinking Water (SDW) Program

1. Description and Purpose.

- a. Funds 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 the Safe Drinking Water (SDW) services. SDW Services are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the Public Water Systems located within LPHA's jurisdiction.
- b. The purpose of the SDW program is to provide services to Public Water Systems that result in reduced health risk and increased compliance with drinking water monitoring and MCL requirements. The SDW program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the SDW program include investigation of occurrences of waterborne illness, drinking water contamination events, response to spills, emergencies, and inspection of Public Water System facilities. SDW program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.
- c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”

Public Drinking Water Systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems, serving 3,300 or fewer people and using Groundwater sources only, and those activities specifically listed for Non-EPA Water Systems using Groundwater sources only.
- d. LPHA is responsible for Public Water Systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

2. Definitions Specific to the SDW Program.

- a. **Community Water System:** A Public Water System that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS administers and enforces state and federal SDW quality standards for 3,600 Public Water Systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that Public Water Systems meet standards for design, construction, and operation; inspecting Public Water Systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct SDW infrastructure; and certifying and training water system operators.
- c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

- d. **Maximum Contaminant Level (MCL) Violation:** MCL Violations occur when a Public Water System's water quality test results demonstrate a level of a contaminant that is greater than the established MCL.
- e. **Monitoring or Reporting (M/R) Violation:** Minor Monitoring or Reporting Violations occur when a Public Water System takes some but not all of the routine samples for a particular contaminant or collects partial treatment performance data or insufficient numbers of repeat samples following a coliform positive routine sample during a compliance period, and reports those partial results to DWS or its agent. Major Monitoring or Reporting Violations occur when ~~a Public Water System fails to take any routine samples for a particular contaminant or report~~ any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the Public Water System has failed to report the results of analyses to DWS for a compliance period. A Violation is classified as major if DWS or its agent receives no monitoring report or receives a report indicating that no monitoring was conducted.
- f. **Non-EPA Water System:** A Public Water System serving 4-14 connections or 10-24 people during at least 60 days per year.
- g. **Non-Transient Non-Community Water System (NTNWS):** A Public Water System that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- h. **Priority Non-Complier (PNC):** Water systems with System Scores of 11 points or more.
- i. **Professional Engineer (PE):** A person currently registered as a PE by the Oregon State Board of Examiners for Engineering and Land Surveying.
- j. **Public Water System:** A system for the provision to the public of piped water for human consumption, if such system has more than three service connections, or supplies water to a public or commercial establishment that operates a total of at least 60 days per year, and that is used by 10 or more individuals per day. Public water System also means a system for the provision to the public of water through constructed conveyances other than pipes to at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days of the year. A Public Water System is either a "Community Water System," a "Transient Non-Community Water System," a "Non-Transient Non-Community Water System" or a "State Regulated Water System."
- k. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- l. **Regulated Contaminants:** Drinking water contaminants for which MCL or Water Treatment Performance Levels have been established under Oregon Administrative Rule (OAR) 333-061.
- m. **Safe Drinking Water Information System (SDWIS):** EPA's computerized SDW information system database used by DWS.
- n. **System Score:** A point-based value developed by EPA, based on unaddressed M/R Violations for monitoring periods ending within the last five years, for assessing a Public Water System's level of compliance.
- o. **Transient Non-Community Water Systems (TNCWS):** A Public Water System that serves a transient population of 25 or more persons.

- p. **Water Quality Alert:** A report generated by the SDWIS data system containing one or more water quality sample results from a Public Water System that exceed the MCL for inorganic or radiological contaminants, exceeds one-half of the MCL for nitrate, any excursion of corrosion control chemical levels, any positive detection of a microbiological or organic contaminant, or any exceeding lead or copper action levels.
- q. **Water System Information Form:** A report form to update information on a Public Water System for the purpose of maintaining a computer database inventory record that is current, accurate, and complete.
- r. **Water System Survey (Sanitary Survey):** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a Public Water System to evaluate the adequacy of the Public Water System, its sources and operations in the distribution of SDW. The survey also identifies sources of contamination by using the results of source water assessments where available.

3. Procedural and Operational Requirements.

- a. **General Requirements.** All services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:
- b. **Required Services:**
 - (1) **Emergency Response:** LPHA shall develop, maintain, and carry out a response plan for Public Water System emergencies, including disease outbreaks, spills, operational failures, and Public Water System contamination. LPHA shall notify DWS in a timely manner of emergencies that may affect drinking water supplies.
 - (2) **Independent Enforcement Actions:** LPHA shall take independent enforcement actions against licensed facilities that are also Public Water Systems as covered under the following OARs: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. LPHA shall report independent enforcement actions taken and Public Water System status to DWS using the documentation and reporting requirements specified in this Agreement.
 - (3) **Computerized Drinking Water System Data Base:** LPHA shall maintain access via computer to DWS's computerized SDWIS. Access via computer to SDWIS is considered essential to carry out the program effectively. LPHA shall make timely changes to DWS's SDWIS computer database inventory records of Public Water Systems to keep DWS's records current.
 - (4) **Technical Regulatory Assistance:** LPHA shall provide technical regulatory assistance in response to requests from Public Water System operators for information on and interpretation of regulatory requirements. LPHA shall respond to Public Water System complaints received as appropriate or as requested by DWS.
 - (5) **Investigation of Water Quality Alerts:** LPHA shall investigate all Water Quality Alerts for detections of Regulated Contaminants at Community Water Systems, NCNTWS' and TNCWS'. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct method for issuing public notification and/or advisory to users on protective action as necessary or as

requested by DWS. LPHA may submit one contact report for multiple alerts for the same contaminant.

- (6) Water System Surveys: LPHA shall conduct a survey of each Community Water System within LPHA's jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNCWS and TNCWS within LPHA's jurisdiction every five years or as otherwise scheduled by DWS. A Water System Survey must include the source of a Public Water System, the water intake, treatment system, storage and distribution facilities, operation and maintenance, water system records, and compliance with applicable drinking water regulations.

LPHA shall use the following procedure for conducting a Water System Survey:

- (a) Contact the subject Public Water System owner/operator to schedule an appointment and explain the information required to complete the Water System Survey.
 - (b) Review the subject Public Water System file information, water quality history, and data base inventory information.
 - (c) Conduct an on-site review of the water system source, treatment, storage, and distribution facilities; review its operation, management, and compliance with regulations; and determine deficiencies, if any that could result in unsafe drinking water.
 - (d) Complete Water System Survey forms.
 - (e) Collect coliform sample(s) at LPHA's discretion or as requested by DWS.
 - (f) Verbally inform the owner and/or operator of the subject Public Water System deficiencies, required and recommended corrective actions, and corrective action timelines.
 - (g) Complete a Water System Information Form for each Public Water System survey completed showing all changes needed to make data base inventory information complete and accurate.
 - (h) Verify that Water System Survey and Water System Information Form are complete.
 - (i) Prepare cover letter that contains the requirements for the subject Public Water System and the required and recommended corrective actions and timelines for identified water system deficiencies.
 - (j) Mail cover letter, Water System Survey report, Water System Information Form, and any coliform sample result(s) to the subject Public Water System.
 - (k) Submit the cover letter, Water System Survey report, Water System Information Form, and any coliform sample result(s) to DWS.
- (7) Resolution of Priority Non-compliers (PNC): LPHA shall periodically (at least monthly) review PNC status of all Public Water Systems and shall contact and provide assistance to Community Water Systems, NTNCWS and TNCWS that are PNCs as follows:
- (a) When LPHA is notified by DWS that a Public Water System is designated as a PNC by DWS, LPHA shall take the following actions:

- i. Contact the water supplier and discuss any unaddressed M/R Violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification;
 - ii. Advise the owner/operator to carry out public notification as required;
 - iii. Submit public notices received and contact reports on LPHA follow-up actions to DWS; and
 - iv. Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its System Score drops below 11 points and all MCL violations have been addressed.
 - (b) LPHA shall review all persistent PNCs at five months after being designated as a PNC to determine if the Public Water System can be returned to compliance within three months.
 - (c) If the Public Water System can be returned to compliance within three months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.
 - (d) If it is determined the Public Water System cannot be returned to compliance within three months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall distribute a copy of the enforcement request to the person(s) responsible for the subject Public Water System's operation.
- (8) Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on significant deficiencies and rule violations between surveys on Community Water Systems, NTNCWS and TNCWS to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction and submit to DWS; or, if all deficiencies are not corrected, LPHA shall ensure the Public Water System has an approved corrective action plan submitted to DWS to correct all deficiencies, per OAR 333-061-0076 (6)(b), (7), (8). Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March, 2016).
- (9) Enforcement Action Tracking and Follow-up: For both EPA and Non-EPA Water Systems, after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 calendar days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 calendar days.

(10) Resolution of Monitoring and Reporting Violations:

- (a) LPHA shall contact and provide assistance at Community Water Systems, NTNCWS' and TNCWS' to resolve (return to compliance) violations for bacteriological, chemical, and radiological M/R Violations and other M/R Violations as determined by DWS. Violation responses shall be prioritized according to water system's classification, System Score, and violation severity.
- (b) Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- (c) Submit contact reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations. LPHA may submit a single contact report for multiple violations for the same contaminant when making contacts with the Public Water System and for resolutions (return to compliance).

(11) Inventory and Documentation of New Water Systems: LPHA shall inventory existing Public Water Systems that are not in the DWS inventory as they are discovered, including Non-EPA Water Systems, using the forms designated by DWS. LPHA shall provide the documentation to DWS within 60 days of identification of an uninventoried Public Water System. Alternatively, LPHA may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

c. **Supplemental Services:** In order for LPHA to be eligible to provide services for supplemental services: (1) Required Services must be completed and current; (2) LPHA must have a record of responding promptly to Water Quality Alerts to DWS's satisfaction; (3) LPHA must demonstrate that enforcement actions and PNCs have been resolved or adequate progress has been made towards resolution; and (4) LPHA must demonstrate that Water System Surveys are conducted on the appropriate schedule.

- (1) Engineering Plan Review Inspections: LPHA may inspect, at the request of DWS, construction or major modifications of Public Water Systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit or visits to verify construction is completed in accordance with the approved plans. LPHA shall document in outline form the facilities checked and any differences between the constructed facilities and the approved plans. The scope of the inspection may include but is not limited to: new water sources, treatment facilities, storage reservoirs, and water mains. Inspections shall be completed and documentation forwarded to DWS within 30 calendar days of receipt of the inspection request.
- (2) Emergency Response Plan Development Assistance: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.
- (3) Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient Public Water System operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work including a detailed task list and a listing of expected outcomes. DWS must approve the proposal for customized and negotiated work.

- (4) Work Priorities: LPHA shall prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority.
 - d. **Requesting On-Site Assistance from DWS.** When on-site assistance from DWS is requested, LPHA is responsible for: scheduling DWS assistance, making arrangements to involve the Public Water System operator, being present when DWS assistance is conducted in the field, and conducting follow-up work as necessary after the on-site assistance.
 - e. **Staffing Requirements and Qualifications.**
 - (1) LPHA shall develop and maintain staff expertise necessary to carry out the services described herein.
 - (2) LPHA staff shall maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
 - (3) LPHA shall hire or contract with REHS' or PEs with experience in environmental health to carry out the services described herein.
4. **Documentation and Reporting Requirements.**
 - a. **Documentation of Field Activities and Water System Contacts.** LPHA shall prepare and maintain adequate documentation of field activities and Public Water System contacts as required to:
 - (1) Maintain accurate and current Public Water System inventory information;
 - (2) Support formal enforcement actions;
 - (3) Describe current regulatory status of Public Water Systems;
 - (4) Evaluate the performance and effectiveness of the drinking water program; and
 - (5) Guide and plan program activities.
 - b. **Minimum Standard for Documentation.** LPHA shall, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
 - (1) Water System Surveys and significant deficiencies;
 - (2) Water System Information (Inventory), Entry Structure Diagram, and Source Information updates;
 - (3) Field and office contacts in response to complaints, Water Quality Alerts, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information, and plan review follow-up;
 - (4) Waterborne illness reports and investigations;
 - (5) All correspondence with Public Water Systems under LPHA's jurisdiction and DWS;
 - (6) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting Public Water Systems; and
 - (7) Copies of public notices received from Public Water Systems.
 - c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal SDW program.

- d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
5. **Performance Measures.** DWS will use three performance measures to evaluate LPHA's performance as follows:
- a. **Water System Surveys completed.** Calculation: number of Water System Surveys completed divided by the number of Water System Surveys required;
 - b. **Water Quality Alert responses.** Calculation: number of Water Quality Alerts responded to divided by the number of Water Quality Alerts generated; and
 - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
6. **Responsibilities of DWS.** The intent of this Program Element and associated funding award is to enable LPHA to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHA to foster uniformity of statewide services. DWS agrees to provide the following services to LPHA. In support of local program services, DWS will:
- a. Distribute drinking water program and technical information on a monthly basis to LPHA.
 - b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop at three locations, at locations and dates to be determined by DWS to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - d. Provide LPHA with the following information from the Public Water System database:
 - (1) Immediately: Water Quality Alert data.
 - (2) Continuously: Listings of PNCs.
 - (3) Quarterly: Performance data.
 - (4) Continuously: Individual Public Water System inventory and water quality data.
 - e. Support electronic communications and data transfer between DWS and LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
 - f. Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
 - g. Refer to LPHA all routine inquiries or requests for assistance received from Public Water System operators for which LPHA is responsible.
 - h. Prepare formal enforcement actions against Public Water Systems in the subject county, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
 - i. Prepare other actions against Public Water Systems as requested by LPHA and as agreed by DWS.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Award.**
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
3. **Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 2 |
|--|------------------|---|--|
| 1) Grantee Name: Yamhill County Public Health | | 2) Issue Date May 1, 2017 | This Action ORIGINAL FY2018 |
| Street: 412 N. Ford Street City: McMinnville State: OR Zip Code: 97128 | | 3) Award Period From July 1, 2017 Through June 30, 2018 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 01 State Support for Public Health | | | 28,668 (c) |
| PE 03 TB Case Management | | | 4,343 (e,f) |
| PE 12 Public Health Emergency Preparedness | | | 90,237 (b) |
| PE 13 Tobacco Prevention & Education | | | 107,781 |
| PE 41 Reproductive Health Program FAMILY HEALTH SERVICES | | | 50,432 (a) |
| PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES | | | 6,730 (g) |
| PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES | | | 11,382 (g,h) |
| PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES | | | 26,557 (g,h) |
| PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES | | | 3,587 (g) |
| PE 42 Babies First FAMILY HEALTH SERVICES | | | 11,486 |
| PE 43 Immunization Special Payments | | | 27,869 |
| PE 44 School Based Health Centers FAMILY HEALTH SERVICES | | | 110,478 |
| 5) FOOTNOTES: | | | |
| a) \$50,432 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. | | | |
| b) \$90,237 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. | | | |
| c) \$28,668 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD. | | | |
| d) \$38,599 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. | | | |
| e) \$850 Award amount for the period 7/1/2017 - 12/31/17 must be spent by 12/31/2017. | | | |
| 6) Capital Outlay Requested in This Action: | | | |
| 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 | |
|--|-------------------------|---|--|
| 1) Grantee Name: Yamhill County Public Health Street: 412 N. Ford Street City: McMinnville State: OR Zip Code: 97128 | | 2) Issue Date May 1, 2017 | This Action ORIGINAL FY2018 |
| | | 3) Award Period From July 1, 2017 Through June 30, 2018 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 50 Safe Drinking Water Program | | | 38,599 (d) |
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| TOTAL | 0 | 0 | 518,149 |
| 5) FOOTNOTES: | | | |
| f) \$850 Award amount for period from 1/1/2018 - 6/30/2018 is estimated. OHA/PHD has not yet received the Notice of Award for that period's funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) 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). h) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. | | | |
| 6) Capital Outlay Requested in This Action: | | | |
| 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 |
| | | | |
| | | | |

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY
 PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
 EMAIL TO: David.P.COLEMAN@state.or.us

Agency: _____

Program: _____

Period: July 1, _____ to _____
 Please read instructions carefully.

| YEAR TO DATE | | | |
|--|--------------------------|----------------------|-------|
| A. EXPENDITURES | Non-OHA/PHD Expenditures | OHA/PHD Expenditures | TOTAL |
| 1. Personal Services (Salaries and Benefits) | | | |
| 2. Services and Supplies | | | |
| 3. Capital Outlay | | | |
| 4. TOTAL EXPENDITURES (see Note 1) | | | |
| 5. Less Total Program Income (see Note 2) | | | |
| 6. TOTAL REIMBURSABLE EXPENDITURES | | | |

WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:

| | | | |
|-------------------------|----------------------|------------------------|----------------------|
| Client Services | <input type="text"/> | Nutrition | <input type="text"/> |
| | | Education | <input type="text"/> |
| Breastfeeding Promotion | <input type="text"/> | General Administration | <input type="text"/> |

| YEAR TO DATE | |
|--|--|
| B. PROGRAM INCOME/REVENUE | |
| 1. Revenue from Fees | |
| 2. Donations | |
| 3. 3rd Party Insurance | |
| 4. Other Program Income | |
| 5. TOTAL PROGRAM INCOME | |
| 6. Other Local Funds (Identify) | |
| 6a. | |
| 6b. | |
| 7. Medicaid/OHP/CCare | |
| 8. Volunteer and In-Kind (estimated value) | |
| 9. Other (Specify) | |
| 10. Other (Specify) | |
| 11. TOTAL REVENUE | |

C. CERTIFICATE

I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

| | | | |
|-------------------|-------------|------------------------|------------|
| PREPARED BY _____ | PHONE _____ | AUTHORIZED AGENT _____ | DATE _____ |
|-------------------|-------------|------------------------|------------|

Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program Income on Section A. Line 5.

Note 2: 45 CFR 92.25(b). Income directly generated by grant supported activity (Section B. Line 5.).

Form Number 23-152

Revised April 2015

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report

FORM NUMBER: 23-152

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

WHO MUST COMPLETE THE 23-152: All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.

WHERE TO SUBMIT: Email to: *David.P.COLEMAN@state.or.us*

WHEN TO SUBMIT: Reports for grants are due **25 days** following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and **50 days** after the 12-month period (8/25) in each fiscal year. **Any** expenditure reports due and not received by the 25th will delay payments for **all** grant programs until reports for **all** programs have been received from the payee for the reporting period.

INSTRUCTIONS FOR COMPLETION: Report expenditures of Non-OHA/PHD (Oregon Health Authority/Public Health Division) funds in addition to those for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

A. YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.

B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

- **Non-OHD/PHD Expenditures** are all program expenditures **not** reimbursed by Public Health Division.
- **PHD Expenditures** are reimbursable expenditures **less** program income.

WIC grantees must break down PHD cumulative expenditures into the 4 categories listed on the form. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.

Line 1. Personal Services: Report total salaries that apply to the program. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period **except** the final period. **Exact yearly cost must be reported.**

Federal guidelines, 2 CFR 225__Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time-activity reports for individuals paid from grant funds.

Line 2. Services and Supplies: Report all services and supplies expenditures for the program.

Line 3. Capital Outlay: Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. **Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).**

B. REVENUES

Enter revenues that support program on appropriate lines. Identify sources of *Other Local Funds* on lines 6 through 6b.

Line 7. Medicaid/OHP/CCare: Medicaid includes CCare, OHP and other Medicaid programs.

WHEN A BUDGET REVISION IS REQUIRED: It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

REIMBURSEMENT FROM THE STATE: Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when Public Health Division makes reimbursement.

From Number: 23-152

Revised April 2015

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. The Financial Assistance Award consists of the following Items and Columns: **Item 1** “Grantee” is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Previous Award”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to

this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 "Grant Award"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "Grant Award" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 "Program"** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
 - (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
 - (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
 - (4) **Column 4 "Prog. Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

**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 c.(3) “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 Subsection (8) 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 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.
2. **HIPAA Compliance.** The health care component of OHA described in OAR 943-014-0015(1) 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). When explicitly stated in the Program Element definition table located in Exhibit A, 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 as applicable. 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, "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 943-120-0100 through 943-120-0200.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- (1) At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
- (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
- (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

- (1) **Notice of Underexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) **Recovery of Underexpenditure.**

- (a) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.
- (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure pursuant to "Appeal Process" above), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case,

without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure.

(3) Recovery of Misexpenditure.

(a) LPHA's Response. From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:

- i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
- ii. Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
- iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

(b) Appeal Process for Misexpenditure. If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 13.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether or not there has been a

Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:
- Public Health Services:**
- Public Health Director
 - Public Health Director of Fiscal and Business Operations
- OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names

of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for alternate offset, unless the LPHA’s proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the

Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Provider Contracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to "Provider Monitoring" below, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

4. **Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
 - a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Provider Contracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA, no later than the 25 calendar days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 calendar days following the end of the fourth quarter (or 12 month period) the following reports:
 - a. A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, (other than reports for PE 41 "Family Planning") must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report for All Programs Except Family Planning."
 - b. Expenditure reports for PE 41, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority Public Health Division Expenditure and Revenue Report for Family Planning Only", if LPHA expended financial assistance disbursed hereunder for PE 41 during the quarter.

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. ~~If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.~~
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
11. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Assistant Administrator shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by

LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

12. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
13. Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
14. **Purchase and Disposition of Equipment.**
 - a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
 - (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software
 - b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
 - (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment

- c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. ~~At OHA's direction, LPHA may be required to deliver said Equipment to a~~ subsequent Provider for that Provider's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Provider, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. LPHA represents and warrants as follows:
 - (1) **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any

governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) **Program Element Services.** To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Provider in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any

intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:

- (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
- (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.

- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:

- (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
- (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Provider to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Providers have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OF ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
11. **Insurance.** LPHA shall require Providers, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Provider Insurance Requirements", which is attached hereto.
12. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be

required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
- d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

13. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Provider(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its Providers(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all Provider(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

14. **Force Majeure.** Neither OHA nor LPHA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or LPHA, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

15. **Assignment of Agreement, Successors in Interest.**

- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

16. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is

solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
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18. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
19. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.
- OHA:** Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889
- COUNTY:** Yamhill County, Public Health
Silas Halloran-Steiner
412 NE Ford Street
McMinnville, Oregon 97128-4608
Telephone: (503) 434-7523 Facsimile: (503) 434-9846
Email: halloras@co.yamhill.or.us
20. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
21. **Counterparts.** This Agreement and any subsequent amendments may be executed in several 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 Agreement and any Amendments so executed shall constitute an original.
22. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

23. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
24. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the LPHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LPHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

25. **Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subcontractor from and against any and all Claims.

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Providers to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Providers to include in all contracts with Providers receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Providers shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act

(codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. ~~If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a~~ fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or

LPHA's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

- 15. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available in Exhibit J.

**EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. Provider may expend funds paid to Provider under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Provider shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Provider under this Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Contract requires Provider to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority imposes security requirements, and Oregon Health Authority or LPHA grants Providers access to such Oregon Health Authority Information Assets or Network and Information Systems, Provider shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of services, Provider shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority's written policies made available to Provider.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, LPHA's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Provider Contracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

4. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this

reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Provider employs fifteen (15) or more employees to deliver the services under this Contract, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
 - b. An established hearing and appeal process.
 - c. A requirement for maintaining adequate records and employee confidentiality.
 - d. A description of the options available to employees for resolving disputes.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Provider employee manual that describes the Provider employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Providers that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.
8. **Required Provider Insurance Language.**
- a. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
9. **Subcontracts.** Provider shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between LPHA and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Provider to work under a Provider Contract when the LPHA is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the LPHA directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

Required by OHA Not required by OHA.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract not-to-exceed under this Agreement: | Required Insurance Amount: |
|---|----------------------------|
| \$0 - \$1,000,000. | \$1,000,000. |
| \$1,000,001. - \$2,000,000. | \$2,000,000. |
| \$2,000,001. - \$3,000,000. | \$3,000,000. |
| In excess of \$3,000,001. | \$4,000,000. |

3. COMMERCIAL GENERAL LIABILITY

Required by OHA Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract not-to-exceed under this Agreement: | Required Insurance Amount: |
|---|----------------------------|
| \$0 - \$1,000,000. | \$1,000,000. |
| \$1,000,001. - \$2,000,000. | \$2,000,000. |
| \$2,000,001. - \$3,000,000. | \$3,000,000. |
| In excess of \$3,000,001. | \$4,000,000. |

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA Not required by OHA.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract not-to-exceed under this Agreement: | Required Insurance Amount: |
|---|----------------------------|
| \$0 - \$1,000,000. | \$1,000,000. |
| \$1,000,001. - \$2,000,000. | \$2,000,000. |
| \$2,000,001. - \$3,000,000. | \$3,000,000. |
| In excess of \$3,000,001. | \$4,000,000. |

5. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and LPHA 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Provider or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT J
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

| | | 07/01/17-12/31/17 | 01/01/18-06/30/18 | 07/01/17-06/30/18 | |
|---|-----------|---|-------------------------------|-------------------------|----------|
| PE 03: Tuberculosis Services | | | | | |
| Federal Award Identification Number(FAIN): | | 5NU52PS004708-03-00 | TBD | | |
| Federal Award Date: | | 12/05/16 | TBD | | |
| Performance Period: | | 07/01/17-12/31/17 | 01/01/18-06/30/18 | 07/01/17-06/30/18 | |
| Federal Awarding Agency: | | CDC | CDC | State General Funds | |
| CFDA Number: | | 93.116 | 93.116 | N/A | |
| CFDA Name: | | Tuberculosis Control Programs | Tuberculosis Control Programs | TB Control & Prevention | |
| Total Federal Award: | | \$604,598 | \$604,598 Assumed | \$134,787 | |
| Project Description: | | TB Control & Prevention | TB Control & Prevention | TB Control & Prevention | |
| Awarding Official: | | Gladys Gissentanna, Grants Mgmt Officer | TBD | | |
| Indirect Cost Rate: | | 17.45% | 17.45% | | |
| Research And Development(Y/N): | | N | N | N | |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Award Amount | Total |
| YAMHILL | 962184128 | \$ 850 | \$ 850 | \$ 2,643 | \$ 4,343 |

PE 12: Public Health Emergency Preparedness Program

| Federal Award Identification Number(FAIN): | | TBD | |
|---|-----------|--------------------------------------|-----------|
| Federal Award Date: | | TBD | |
| Performance Period: | | 07/01/17-06/30/18 | |
| Federal Awarding Agency: | | CDC | |
| CFDA Number: | | 93.069 | |
| CFDA Name: | | TBD | |
| Total Federal Award: | | TBD | |
| Project Description: | | Public Health Emergency Preparedness | |
| Awarding Official: | | CDC | |
| Indirect Cost Rate: | | 17.45% | |
| Research And Development(Y/N): | | N | |
| Agency/Contractors Name | DUNS | Award Amount | Total |
| YAMHILL | 962184128 | \$ 90,237 | \$ 90,237 |

PE 13: HPCDP TPEP & SPaC

| Federal Award Identification Number(FAIN): | | DP15-1509 | N/A | |
|---|-----------|---------------------------------------|--|------------|
| Federal Award Date: | | TBD | N/A | |
| Performance Period: | | 3/29/17-3/28/18 | 7/1/17-6/30/19 | |
| Federal Awarding Agency: | | CDC | N/A | |
| CFDA Number: | | 93.305 | N/A | |
| CFDA Name: | | National State Based Tobacco Programs | N/A | |
| Total Federal Award: | | TBD | N/A | |
| Project Description: | | Tobacco CDC | Tobacco Prevention and Education Program (TPEP)/ Non-Competitive | |
| Awarding Official: | | TBD | TBD | |
| Indirect Cost Rate: | | 17.45% | 17.45% | |
| Research And Development(Y/N): | | N | N | |
| Funding Period | | 7/1/17-3/28/18 | 7/1/17-6/30/18 | |
| Index/Pca | | Index 50341 PCA 52620 | Index 50341 PCA 52269 | |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | TOTALS |
| YAMHILL | 962184128 | \$ 246 | \$ 107,536 | \$ 107,781 |

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

| PE 41 Reproductive Health - FY18 (July 17 - June 18) | | |
|--|------------------------------------|----------------------|
| Federal Award Identification Number(FAIN): | 5 FPHPA106038 | |
| Federal Award Date: | N/A | |
| Performance Period: | 07/01/17-06/30/2018 | |
| Federal Awarding Agency: | DHHS/PHS/PA | |
| CFDA Number: | 93.217 | |
| CFDA Name: | Family Plannng Services | |
| Total Federal Award: | TBD | |
| Project Description: | Oregon Reproductive Health Program | |
| Awarding Official: | Robin Fuller, robin.fuller@hhs.gov | |
| Indirect Cost Rate: | 17.45% | |
| Research And Development(Y/N): | N | |
| | Index/PCA | TBD |
| Agency/Contractors Name | DUNS | Initial Award |
| YAMHILL | 962184128 | \$50,432.00 |

| PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - CAH GF & Title XIX | | | | |
|--|-------------------|----------------------------|---------------------|---------------------------|
| Federal Award Identification Number(FAIN): | General Fund (GF) | 05-0305OR5048 | | |
| Federal Award Date: | | 10/1/2017 | | |
| Performance Period: | | 10/1/16-9/30/17 | | |
| Federal Awarding Agency: | | Title XIX Medicaid Admin | | |
| CFDA Number: | | 93.778 | | |
| CFDA Name: | | Medical Assistance Program | | |
| Total Federal Award: | | | | |
| Project Description: | | Medicaid Administration | | |
| Awarding Official: | | | | |
| Indirect Cost Rate: | | | | |
| Research And Development(Y/N): | | N | | |
| | Index/Pca | CAH GF | CAH GF(FF Match) | CAH GF |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Total SFY 18 Award |
| YAMHILL | 962184128 | \$ 3,365 | \$ 3,365 | \$ 6,730 |

| PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V CAH | | | | |
|---|------------------------------------|------------------------------------|---------------------|---------------------------|
| Federal Award Identification Number(FAIN): | 6B04MC30636 | TBD | | |
| Federal Award Date: | 1/5/2017 | TBD | | |
| Performance Period: | 10/01/2016-09/30/20 | 10/01/17-9/30/19 | | |
| Federal Awarding Agency: | DHS/HRSA | DHS/HRSA | | |
| CFDA Number: | 93.994 | 93.994 | | |
| CFDA Name: | MCH Block Grant | MCH Block Grant | | |
| Total Federal Award: | \$3,113,086 | TBD | | |
| Project Description: | Maternal and Child Health Services | Maternal and Child Health Services | | |
| Awarding Official: | Mary Worrell mworrell@hrsa.gov | TBD | | |
| Indirect Cost Rate: | 10% | 10% | | |
| Research And Development(Y/N): | N | N | | |
| | Index/Pca | Title V CAH | Title V CAH | Title V CAH |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Total SFY 18 Award |
| YAMHILL | 962184128 | \$ 2,846 | \$ 8,537 | \$ 11,382 |

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| PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V Flexible | | | | |
|--|------------------------------------|------------------------------------|--------------|--------------------|
| Federal Award Identification Number(FAIN): | 6B04MC30636 | TBD | | |
| Federal Award Date: | 1/5/2017 | TBD | | |
| Performance Period: | 10/01/2016-09/30/2018 | 10/01/17-9/30/19 | | |
| Federal Awarding Agency: | DHS/HRSA | DHS/HRSA | | |
| CFDA Number: | 93.994 | 93.994 | | |
| CFDA Name: | MCH Block Grant | MCH Block Grant | | |
| Total Federal Award: | \$3,113,086 | TBD | | |
| Project Description: | Maternal and Child Health Services | Maternal and Child Health Services | | |
| Awarding Official: | Mary Worrell mworrell@hrsa.gov | TBD | | |
| Indirect Cost Rate: | 10% | 10% | | |
| Research And Development(Y/N): | N | N | | |
| | Index/Pca | Title V Flex | Title V Flex | Title V Flex |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Total SFY 18 Award |
| YAMHILL | 962184128 | \$ 6,639 | \$ 19,918 | \$ 26,557 |

| PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Perinatal GF & Title XIX | | | | |
|--|-------------------|----------------------------|------------------------|--------------------|
| Federal Award Identification Number(FAIN): | General Fund (GF) | 05-0305OR5048 | | |
| Federal Award Date: | | 10/1/2017 | | |
| Performance Period: | | 10/1/16-9/30/17 | | |
| Federal Awarding Agency: | | Title XIX Medicaid Admin | | |
| CFDA Number: | | 93.778 | | |
| CFDA Name: | | Medical Assistance Program | | |
| Total Federal Award: | | | | |
| Project Description: | | Medicaid Administration | | |
| Awarding Official: | | | | |
| Indirect Cost Rate: | | | | |
| Research And Development(Y/N): | | N | | |
| | Index/Pca | Perinatal GF | Perinatal GF(FF Match) | Perinatal GF |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Total SFY 18 Award |
| YAMHILL | 962184128 | \$ 1,794 | \$ 1,794 | \$ 3,587 |

| PE 43 Immunization Special Payment (From July 1, 2017 through June 30, 2018) Immunization GF & Title XIX | | | | |
|--|----------------------------|-----------------|-------------------------|--------------------------------------|
| Federal Award Identification Number(FAIN): | 05-0305OR5048 | | | |
| Federal Award Date: | 7/1/2017 | | | |
| Performance Period: | 7/1/2017 - 6/30/2018 | | | |
| Federal Awarding Agency: | Title XIX Medicaid Admin | | | |
| CFDA Number: | 93.778 | | | |
| CFDA Name: | Medical Assistance Program | | | |
| Total Federal Award: | | | | |
| Project Description: | Medicaid Administration | | | |
| Awarding Official: | | | | |
| Indirect Cost Allocation Rate: | | | | |
| Research And Development(Y/N): | N | | | |
| GF/FF | | | | |
| County | DUNS | Immunization GF | Immunization (FF Match) | TOTAL FY18 Immunization County Award |
| Fundcode | | | | PCA: will be provided later |
| Yamhill | 962184128 | 13,935 | 13,935 | 27,869 |

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| PE 50: Safe Drinking Water (SDW) Program | | | | | |
|---|-----------|---|---|-------------------|-----------|
| Federal Award Identification Number(FAIN): | | 98009016 | 00031217 | N/A | |
| Federal Award Date: | | 09/07/16 | 02/13/17 | N/A | |
| Performance Period: | | 08/01/16 - 08/31/19 | 10/01/16-09/30/17 | FY18 | |
| Federal Awarding Agency: | | EPA | EPA | Other Funds | |
| CFDA Number: | | 66.468 | 66.432 | N/A | |
| CFDA Name: | | Capitalization | State Public Water | DWS Medical | |
| | | Grants/Drinking Water | System Supervision | Marijuana Program | |
| | | State Revolving Fund | | Allocation | |
| Total Federal Award: | | \$11,814,708 | \$922,273 | N/A | |
| Project Description: | | Oregon's Safe Drinking Water Revolving Fund | Public Water System Supervision Program | | |
| Awarding Official: | | Harold Rodgers @ Rogers.Harold@epa.gov | Harold Rodgers @ Rogers.Harold@epa.gov | | |
| Indirect Cost Rate: | | 17.45% | 17.45% | | |
| Research And Development(Y/N): | | N | N | | |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Award Amount | Total |
| YAMHILL | 962184128 | \$ 12,352 | \$ 13,896 | \$ 12,352 | \$ 38,599 |

