In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #159833 **AMENDMENT #12**

AMENDED AND RESTATED 2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2019-21 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 , the Local Public Health Authority for Yamhill County ("LPHA").

This Agreement, as originally adopted effective July 1, 2019, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

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 acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

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;

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state;

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:

B.O. 20-196

AGREEMENT

1. Effective Date and Duration. This Amended and Restated Agreement shall become effective on July 1, 2020 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021.

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 Subcontract Provisions
Exhibit I Subcontractor 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: Carole Yann

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: 7/6/20

YAMHILL COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: Lindsey Manfrin

Name: Lindsey Manfrin

Title: Yamhill County HHS Director & Public Health Administrator

Date: 6/20/20

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2020, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: Derrick Clark

Name: Derrick Clark *(or designee)*

Title: Program Support Manager

Date: 7/6/2020

Accepted by Yamhill County Board of Commissioners on 6/25/2020 by Board Order # 20-196

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 2019-2021 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 18 "Program Element" below.
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, other than an Overexpenditure, 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. **"Overexpenditure"** means funds disbursed to LPHA by OHA under this Agreement and expended by OHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, "Special Terms and Conditions."

18. **"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.

2020-2021 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)
PE 01 State Support for Public Health (SSPH) • PE 01-01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE 02 Cities Readiness Initiative (CRI) Program	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 03 Tuberculosis Case Management	N/A	N/A	N/A	N	N
PE 10 Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
PE 12 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 13-01 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
PE 27 Prescription Drug Overdose Prevention (PDOP)	FF	SAMHSA/Opioid STR	93.788	N	Y
• PE 27-05 Bridge Funding (PDO/SOR)	FF	SAMHSA/Opioid STR	93.788	N	Y
PE 36 Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 42 Maternal, Child and Adolescent Health (MCAH) Services • PE 42-03 Perinatal General Funds & Title XIX	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	Y	N
• PE 42-04 Babies First! General Funds	GF	N/A	N/A	Y	N
• PE 42-06 General Funds & Title XIX	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	Y	N
• PE 42-11 Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
PE 43-01 Immunization Services • PE 43-01 Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
PE 44 School-Based Health Centers (SBHC) • PE 44-01 SBHC Base	GF	N/A	N/A	N	N
• PE 44-02 SBHC Mental Health Expansion	GF	N/A	N/A	N	N
PE 46 Reproductive Health Community Participation & Assurance of Access • PE 46-05	GF	N/A	N/A	N	N
PE 50 Safe Drinking Water (SDW) Program	FF/GF	EPA/State Public Water System Supervision EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.432 66.468	N	N
PE 51 Public Health Modernization • PE 51-01 Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N

19. **"Program Element Description"** means a description of the services required under this Agreement, as set forth in Exhibit B.

20. **"Subcontract"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3.

21. **"Subcontractor"** 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, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.

22. **"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. Description. 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 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.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. Definitions Specific to State Support for Public Health

a. Case: A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.

b. Communicable Disease: A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.

c. Outbreak: A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).

d. Reportable Disease: Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. Program Components. Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Gonorrhea rates

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

(1) Percent of gonorrhea Cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea Case reports with complete "priority" fields.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at: http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:

http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.

f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

g. 01-04: COVID-19

LPHA must:

- Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
- OHA will send "Budget Narrative Template", "Budget Guidance" and any other applicable documents that OHA may identify.

h. **01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

(a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction, including those funded by OHA through a Memorandum of Understanding or similar agreement that clearly describes the role of the CBO that has entered into a grant agreement with OHA, to ensure culturally and linguistically responsive community outreach and education strategies, testing, contact tracing and monitoring, and social service and wraparound supports. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wrap-around service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.

(b) Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.

(c) Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.

(d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.

(e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.

(f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.

(g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

(h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

(i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.

(j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

(a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.

(b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(c) Maintain a current list of entities providing COVID-19 testing and at what volume.

(d) Provide reports to OHA on testing locations and volume as requested.

(3) Contact Tracing

LPHA must:

(a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.

(b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.

(c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.

(d) Follow up with at least 95% of cases within 24 hours of notification.

(4) Case investigation

LPHA must:

(a) Conduct all case investigations and monitor outbreaks.

(b) Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.

(c) Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

(5) Isolation and quarantine

LPHA must:

(a) By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.

(b) Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

(6) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(7) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with local tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(8) Support infection prevention and control for high-risk populations.

LPHA must:

(a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.

(b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.

(c) **High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.

(d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:

LPHA must:

(1) Ensure regular communication among LPHAs in the region.

(2) Compile and share regional data regularly among LPHAs.

(3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.

(4) Implement MOU as needed.

j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send "Budget Narrative Template", "Budget Guidance" and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.

OHA will:

(1) Make contact tracing and case investigation training available.

(2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.

(3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.

(a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.

(b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27,2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

(c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wrapround services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

6. Reporting Requirements. Not applicable.

7. Performance Measures. LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete "priority" fields.

Program Element #02: Cities Readiness Initiative (CRI) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. Description. 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 Cities Readiness Initiative (CRI) Program activities. Requirements for the LPHA's in the CRI planning jurisdiction (CRI LPHA), and the CRI Regional Program (Regional CRI), housed in Washington County, but that serves the LPHA, are established through this Program Element.

The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. For the 2019-2024 performance period, CDC will require all CRI LPHAs to ensure elements of planning and operational readiness for two specific threats: the intentional release of a Category A agent, such as anthrax, and an Emerging Infectious Disease (EID), primarily pandemic influenza. CDC has determined key operational readiness elements for both planning scenarios.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Cities Readiness Initiative (CRI) Program

a. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.

b. CRI LPHAs: LPHAs in the CRI planning jurisdiction which includes Washington, Multnomah, Clackamas, Yamhill and Columbia counties in Oregon.

c. Department of Homeland Security (DHS): The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.

d. Data Collation and Integration for Public Health Event Responses (DCIPHER): Online data collection system for collecting program evaluation documents.

e. Homeland Security Exercise and Evaluation Program (HSEEP): A capabilities and performance-based program that provides standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.

f. National Incident Management System (NIMS): The DHS' system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at https://www.fema.gov/national-incident-management-system.

g. Operational Drills: A set of three drills as required by the ORR. The drills include: staff call down, site activation, and facility set-up.

h. Operational Readiness Review (ORR): The evaluation tool assessing the LPHA's CRI Program: materials, products, plans, exercises, and activities. This assessment is conducted by a team of state, and local preparedness staff using an online system developed by the CDC. The ORR is used to assess how ready CRI counties are to respond to a MCMDD response.

i. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.

j. **Portland Metro Cities Readiness Initiative (CRI) Program Area, Metropolitan Statistical Area (MSA):** The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland Metro CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at: http://www.cdc.gov/phpr/coopagreement.htm.

k. **Push Partner:** A community organization that is trained, willing, and able to assist in a public health emergency. Also known as Closed PODs.

l. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate and recover from emergencies with public health impacts.

m. **Public Health Preparedness Capabilities:** A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.

n. **Regional CRI Program Coordinator:** Individual that supports the CRI work of each CRI LPHA in the CRI jurisdiction. This coordinator is housed in Washington County but reports to and takes guidance from each of the CRI LPHAs and their PHEP Coordinators and/or teams.

o. **Strategic National Stockpile (SNS):** A program developed by the CDC to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, CHEMPACK, and Federal Medical Stations.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
CRI Work Plan	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**
Public Health Preparedness Capabilities	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**
Contingent Emergency Response Funding	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric: Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure: Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, CRI LPHA agrees to conduct activities in accordance with the following requirements:

a. CRI LPHA must use funds for this Program Element in accordance with its CRI Program Budget, template set forth in Attachment 1, required to be submitted and approved by OHA on or before August 15th.

b. CRI LPHA must submit a work plan to OHA State Medical Countermeasure (MCM) Coordinator and CRI Regional Coordinator. Work plan may be included into PHEP PE-12 work plan, but must be clearly designated. Proposed work plan is due on or before August 15.

c. CRI LPHA must provide feedback and approval of the Regional CRI work plan. The CRI Regional Coordinator, housed within the Washington County LPHA, has the responsibility for submitting the regional CRI work plan. The final approved Regional CRI work plan, is due to OHA on or before September 1. The Regional CRI work plan must present objectives and related activities, identify responsible parties, and establish timelines for the Regional CRI Program that:

(1) Enable each CRI LPHA to successfully complete the ORR tool and any accompanying tools, including, but not limited to ORR Action Plans;

(2) Enable each CRI LPHA to meet exercise requirements; and

(3) Provide programmatic oversight responsibilities.

(4) Provide other reports about the Regional CRI Program as OHA may reasonably request from time to time.

d. CRI LPHA must complete the following requirements:

(1) Complete Operational Readiness Review (ORR) each fiscal year. Each CRI LPHA, unless otherwise advised, shall complete the submission of ORR to include Dispensing Planning Form, Distribution Planning Form, POD Information Forms, Training and Exercise Planning Form, and Jurisdictional Data Sheet (JDS). These must be submitted no later than 6/15 of each year. During site assessment years (see item 2) these forms are due no later than 21 days prior to the scheduled site visit.

(2) Every other year, starting in FY 19-20, each CRI LPHA, unless otherwise advised, shall coordinate an ORR site assessment meeting to include, at a minimum, the following invitees: local CRI or PHEP program representative, CRI Regional Coordinator, local emergency management, and OHA State MCM Coordinator. In the site assessment years supporting documentation must be submitted with the forms that require it per most recent CDC ORR Guidance. Completed ORR forms and supporting documentation must be submitted to OHA State MCM Coordinator 21 days prior to review date using the DCIPHER system.

(3) If a new RSS site is needed or wanted the site must be validated with a site visit by the OHA State MCM Coordinator.

(4) Build and maintain a MCM Action Plan that highlights the items the CRI LPHA is working on to bring the county to Established status. Action Plan must be reviewed with OHA State MCM Coordinator quarterly and submitted two weeks before the end of the quarter to the OHA State MCM Coordinator.

(5) Exercise Requirements. Each CRI LPHA shall develop and conduct an exercise program that tests MCM dispensing related emergency response plans and adheres to HSEEP guidance including an after-action report, improvement plan and exercise evaluation guide. Stand-alone Operational Drills do not require after action reports (AARs) within this PE02, however, exercises completed to meet requirements in this PE-02 can be used to meet PE12 requirements if appropriate documentation, as cited in PE12, is submitted. Each CRI LPHA must complete the following exercises:

(a) Three Operational Drills by June 15, unless given specific permission for extension by OHA State MCM Coordinator. Complete three annual dispensing drills (facility setup, staff notification and assembly, and site activation), alternating each year between anthrax and pandemic influenza scenarios. Documentation of the three required drills must be submitted through the DCIPHER system no later than June 15 of the fiscal year in which the drills are

conducted, unless given specific permission for extension by OHA State MCM Coordinator.

(b) Two Tabletop Exercises (TTX) in each 5 year period. Complete two TTXs every five years, one to demonstrate readiness for an anthrax scenario and one for a pandemic influenza scenario. Documentation of the required TTXs must be submitted through the DCIPHER system no later than June 15 of the fiscal year in which each TTX is conducted, unless given specific permission for extension by OHA State MCM Coordinator.

(c) One Functional Exercise (FE) in each 5 year period. Complete a FE once every five years, focusing on vaccination of at least one critical workforce group, to demonstrate readiness for a pandemic influenza scenario. Documentation of the FE must be submitted through the DCIPHER system no later than June 15 of the fiscal year in which the FE is conducted, unless given specific permission for extension by OHA State MCM Coordinator.

(d) One Medical Countermeasures Full Scale Exercise (FSE) in each 5 year period. Each CRI LPHA must participate in one FSE in the 5 year cooperative agreement period. The FSE must demonstrate operational readiness for a pandemic influenza scenario and include at least one POD set up with throughput drill. Each CRI LPHA must document the FSE through the DCIPHER system along with the Dispensing Throughput Drill no later than June 15 of the fiscal year in which the FSE is conducted, unless given specific permission for extension by OHA State MCM Coordinator.

e. Public Health Preparedness Capabilities Requirements.

The capabilities, functions and tasks below correspond with the capabilities, functions, and tasks located in the Public Health Preparedness Capabilities which can be found at http://www.cdc.gov/phpr/capabilities/ . Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program (HPP) priority capabilities which can be found in Program Element #12 “Public Health Emergency Preparedness Program (PHEP)” to the current Public Health Financial Assistance Agreement series between LPHAs and OHA.

f. 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.

g. General Requirements**.** All services and activities supported in whole or in part with funds provided under this Agreement shall be delivered or conducted in accordance with the following requirements:

(1) **Non-Supplantation.** Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.

(2) **Audit Requirements.** In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular. Audit reports shall be sent

to OHA, which will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.

(3) **CRI Coordination.** CRI LPHA shall collaborate with Regional CRI Coordinator, housed in Washington County, on all CRI activities. The Regional CRI Coordinator will be OHA's chief point of contact for CRI Program and the CRI LPHA, or their designee, will be OHA's chief point of contact for PE-02 concerns.

5. General Revenue and Expense Reporting. CRI LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. By April 15 of each year, using estimated award amounts and detailing expected costs of operating the Regional CRI Program during the period of July 1 through June 30 of the following year, the Regional CRI Coordinator will propose a budget for the CRI Regional Program and CRI LPHA to the CRI LPHAs using a funding formula approved by CRI LPHAs. Upon approval by all CRI LPHAs, Regional CRI Coordinator will submit PE-02 funding amounts to OHA State MCM Coordinator. OHA will notify CRI LPHAs of final awards for the fiscal year on or after July 1st when Notice of Award is received by the Federal Funder (CDC). CRI LPHAs must submit a budget to OHA by August 15 of each year, using actual award amounts provided by OHA and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year.

b. [Washington County **ONLY**] The award of funds under this Agreement to Washington County LPHA must include funds to assist in the implementation of the Regional CRI Program requirements as outlined in this Program Element throughout the Regional CRI Program. Washington County LPHA shall use the portion of the CRI award designated by the LPHAs in the CRI jurisdiction, to fund a CRI Coordinator position who will work under guidance from CRI LPHAs and with technical assistance from OHA.

c. CRI LPHA must, at minimum, participate in quarterly CRI meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the OHA State MCM Coordinator.

d. CRI funding is not guaranteed as carryover to a subsequent fiscal year if funds are unspent in any given fiscal year. If OHA determines that carryover funds can be returned to CRI LPHA or Regional CRI, they must be used for projects from the previous fiscal year's workplan.

7. Performance Measures.

Performance Measure 0.1 Each CRI LPHA, unless otherwise advised by OHA, must, to OHA's satisfaction, complete the ORR including updated Dispensing Planning Form, Distribution Planning Form, POD Information Forms, Training and Exercise Planning Form, and Jurisdictional Data Sheet with supporting documents, through the DCIPHER system, to the OHA State MCM Coordinator by June 15 or, if it is the CRI LPHA's site assessment year, 21 days prior to site assessment date. (Refer to Section 4.f.(1) "Operational Readiness Review" of this Program Element).

Performance Measure 0.2 Each CRI LPHA must, to OHA's satisfaction, execute and submit appropriate documentation to the OHA State MCM and CRI Program Coordinators for three separate, unique, Operational Drills before June 15, unless given specific permission for extension by OHA State MCM Coordinator, each year. Coordinating LPHA will submit through the DCIPHER system to the OHA State MCM Coordinator. These Operational Drills can be used to meet the requirements set forth in PM 1.1. (Refer to CRI Work Plan Section 4.f.(4) "Exercise Requirements" of this Program Element).

Performance Measure 1.1 CRI LPHAs must, at least once annually, disseminate a preparedness, situational awareness or public health message and include a request for an update of contact information to the partners identified in this Performance Measure (PM) 1.1. (Refer to Capability 1: Community Preparedness).

Attachment 1
CRI Program Budgets

Cities Readiness Initiative Annual Budget

[Enter County Name]

July 1, 2020 - June 30, 2021

				Total
PERSONNEL			Subtotal	**$0**
	List as an Annual Salary	% FTE based on 12 months	0	
Position 1 with details			0	
			0	
Position 2 with details			0	
			0	
Position 3 with details			0	
Position 4 with details			0	
Fringe Benefits @ _____			0	
TRAVEL				**$0**
Total In-State Travel:				
Hotel Costs: **Per Diem Costs:** **Mileage:** **Registration Costs:** **Misc. Costs:**				
Out-of-State Travel:		$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		$0		**$0**

CONTRACTUAL (list each Contract separately and provide a brief description)	$0		**$0**
OTHER	$0		**$0**
TOTAL DIRECT CHARGES			**$0**
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):			**$0**
TOTAL BUDGET:			**$0**

Prepared by:

NOTES:

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

% 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*12/2080 = .29 FTE

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. Description. 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 Tuberculosis Services.

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 for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's TB investigation and control efforts and are not intended to be the sole funding for LPHA's TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

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 Disease 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 LTB Infection.

e. B-waiver Follow-Up: B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.

f. 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 OHA's Investigative Guidelines.

g. **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.

h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.

i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.

k. **Interjurisdictional Transfer**: A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.

l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at: http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf.

m. **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.

n. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.

o. **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 OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.

p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services 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. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
TB Case Management Services	*					**X**	**X**		**X**			
TB Contact Investigation and Evaluation	*						**X**		**X**			
Participation in TB Cohort Review	*						**X**					
Evaluation of B-waiver Immigrants	*						**X**		**X**			

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric: Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure: Not applicable

4. Procedural and Operational Requirements., By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following 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: TB Case Management Services, as defined above and further described below and in OHA's Investigative Guidelines.

b. LPHA will receive $3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive $300 for each new B waiver follow-up.

c. **TB 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 disease to all individuals who reside in LPHA's jurisdiction and who have TB disease 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 disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.

(5) OHA'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 for TB disease 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 disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must 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) 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 must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).

d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must 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.

e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.

f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

5. General Revenue and Expense Reporting. In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA-PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Reporting Requirements. LPHA must prepare and submit the following reports to OHA:

a. LPHA must notify OHA'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 must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA 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. LPHA must utilize OHA's ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.

b. LPHA must 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.

7. Performance Measures. If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% 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 interviewed to elicit 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 LTBI, **91.0% will start treatment.**

e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment**.

f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. Description. 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 Sexually Transmitted Diseases (STD) 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.

STDs are a significant health problem in Oregon, with over 22,000 new cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in the State Health Improvement Plan (http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx).

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.

a. Reportable STDs: A Reportable STD is the diagnosis of an individual infected with any of the following: Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.

b. 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, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.d. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."

c. Technical Assistance Resources: Those services of OHA HIV/STD Prevention staff 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, partner services follow-up, and STD Outbreak response.

d. 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 LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X	X				

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Gonorrhea rates

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

(1) Percent of gonorrhea cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea case reports with complete "priority" fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient's sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following 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 STD Outbreaks 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 6.a.) the incidence of Reportable STDs within LPHA's service area.

b. LPHA will be reimbursed according to the following model for each new case of the following categories of syphilis infection documented in Orpheus for which LPHA provides STD Client Services:

(1) Pregnant female syphilis case = $1,125

(2) Female syphilis case of reproductive age (15-44) = $1,125

(3) Male early syphilis case with female partner of reproductive age = $500

c. LPHA must provide or refer client for STD Client 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.

d. 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: *http://bit.ly/OR-IG* ;

(3) Oregon Revised Statutes (ORS), Chapters 431 & 433; and

(4) Current "Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines," which can be found at: https://www.cdc.gov/std/treatment/.

e. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. 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.

(4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use "340B medications" to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program".

(5) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section

(6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, 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. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

5. General Revenue and Expense Reporting. In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement, OHA will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA. The invoice will document the number of pregnant female syphilis cases, female syphilis cases of reproductive age, and male early syphilis cases with a female partner of reproductive age for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA will remit payment to the LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Reporting Requirements.

a. LPHA must 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 OHA 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.

b. LPHA must submit data regarding STD Client Services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database.

7. Performance Measures.

LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

a. Percent of gonorrhea cases that had at least one contact that received treatment; and

b. Percent of gonorrhea case reports with complete "priority" fields.

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. Description. 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 Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.[1]

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.[2]

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Relevant to PHEPR Programs Specific to Public Health Emergency Preparedness and Response.

a. Access and Functional Needs: Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,[3] including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in institutional settings, older adults, pregnant and postpartum women, people with disabilities,[4] people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and individuals experiencing homelessness.[5]

b. Base Plan: A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.

c. Budget Period: 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.

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[1] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

[2] Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

[3] US Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals With Access and Functional Needs.* Retrieved from

[4] Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq*. Retrieved from

[5] Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: https://repository.law.umich.edu/mjlr/vol42/iss1/2

d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.[6]

f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.

g. **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 other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners 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 HAN administrators.

h. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.

i. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.

j. **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 material.

k. **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.[7]

l. **Public Information Officer (PIO)**: The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.[8]

m. **Public Health Accreditation Board:** 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.[9]

n. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

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[6] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

[7] National Incident Management System. (2017). Retrieved from https://www.fema.gov/national-incident-management-system

[8] Federal Emergency Management Agency. (2007). *Basic Guidance for Public Information Officers.* Retrieved from https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic_guidance_for_pios_final_draft_12_06_07.pdf

[9] Public Health Accreditation Board. Retrieved from https://phaboard.org/

o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Planning	X	X	X	X		X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X
Training and Education	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric**: Not applicable

c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure**: Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Engage in activities as described in its approved PHEPR Work Plan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

b. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template which is set forth in Attachment 1, incorporated herein with this reference.

(1) **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.

(2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.

(3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.

(4) **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 Emergency Preparedness and Response Capabilities in accordance with an approved PHEPR budget using the template set forth as Attachments 1 and 2 to this Program Element.

(5) **Modifications to Budget.** Modifications to the budget exceeding a total of $5,000 or modifications that add a new line item require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.

(6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.

(7) **Unspent funds**. PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community organizations, older adult-serving organizations, and educational agencies and state child care lead agencies as applicable.[10]

(1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-

[10] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. 10.

Epi) and the Oregon Prepared Conference.

(2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate.

(3) Collaboration with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:[11]

(a) Identification of populations at risk of being disproportionately impacted by incidents or events.

(b) Coordination with community-based organizations.

(c) Integration of Access and Functional needs of individuals.

(d) Development or expansion of child-focused planning and partnerships.

(e) Engaging field/area office on aging.

(f) Engaging mental/behavioral health partners and stakeholders.

(4) Participation and planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and MYTEP Blank Template tabs, which OHA has provided to LPHA.

(5) Participation in a minimum of 75% of statewide HSPR-hosted 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 that includes 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 Emergency Preparedness and Response subcommittee.[12]

(7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.[13] Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.[14]

d. Public Health Preparedness Capability Survey: LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.[15]

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[11] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. 8-9.

[12] Public Health Accreditation Board. Retrieved from https://phaboard.org/

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Public Health Preparedness 3 O.A.R. § 333-003-0050 (2008). Retrieved from https://secure.sos.state.or.us/oard/

[13] Oregon Public Health Division. (2017) *Public health modernization manual.* Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.62.

[14] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

[15] Oregon Public Health Division. (2017) *Public health modernization manual.* Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

State and Local Administration and Enforcement of Public Health Laws. 36 O.R.S § 431.138. (2015) Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

e. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:

(1) At least three broad program goals that address gaps, operationalize plans, and guide PHEPR Work Plan activities.

(a) Planning

(b) Training and education

(c) Exercises.

(d) Community Education and Outreach and Partner Collaboration.

(e) Administrative and Fiscal activities.

(2) Activities will include or address persons with Access and Functional Needs.[16]

(3) Local public health leadership will review and approve PHEPR Work Plans.

f. **PHEPR Work Plan Performance**: LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

g. **24/7/365 Emergency Contact Capability**.

(1) LPHA must 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.

(a) The contact number must 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 must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.[17]

[16] Oregon Public Health Division. (2017) *Public health modernization manual.* Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-59.

[17] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

(b) The telephone number must 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 Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.[18]

(c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.

(2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.[19]

(d) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.

(e) Following a quarterly test, LPHA must take any corrective action needed within 30 days of notification of any deficiency to the best of their ability.

h. HAN

(1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator.[20]

(2) The HAN Administrator must:

(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 OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation

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[18] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 3.
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

[19] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

[20] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 3.
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.[21]

(h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.

(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.

i. Multi-Year Training and Exercise Plan (MYTEP): LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual work plan update.[22] The MYTEP must meet the following conditions:

(1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.

(2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).

(3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.

(4) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.

(5) Identify a cycle of exercises that increase in complexity over a three-year period, 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.

(6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.

(7) For an exercise or incident to qualify, under this requirement the exercise or incident must:

(a) Exercise:

LPHA must:

- Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise,

[21] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

[22] Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 1,2.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.

- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(8) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.[23]

(9) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,[24] the Public Health Accreditation Board, and the National Incident Management System.[25] 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) Identify and train appropriate LPHA staff[26] to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.[27]

[23] Oregon Public Health Division. (2017) *Public health modernization manual.* Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.
[24] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm. Capability 1.
[25] National Incident Management System. (2017). Retrieved from https://www.fema.gov/national-incident-management-system
[26] State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
[27] Oregon Office of Emergency Management. (2014). *National Incident Management System – Who takes what?*

k. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

(1) LPHA must establish and maintain at a minimum the following plans:[28]

(a) Base Plan.

(b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.29

(c) Continuity of Operations Plan (COOP)30

(d) Communications and Information Plan.[31]

(2) All plans, annexes, and appendices must:

(a) Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,

(b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,

(c) Be functional and operational by June 30, 2022,32

(d) Comply with the NIMS,33

(e) Include a record of changes that includes a brief description, the date, and the author of the change made, and

(f) Include planning considerations for persons with Access and Functional Needs.

5. **General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

[28] Public Health Preparedness, 3 O.A.R. § 333-003-0050 (2008). Retrieved from https://secure.sos.state.or.us/oard/
Presidential Policy Directive-8: National Preparedness (2011). Retrieved from https://www.dhs.gov/presidential-policy-directive-8-national-preparedness
[29] Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.132,138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 1.
Public Health Preparedness, 3 O.A.R. § 333-003-0200 (2008). Retrieved from https://secure.sos.state.or.us/oard/
Presidential Policy Directive-8: National Preparedness (2011). Retrieved from https://www.dhs.gov/presidential-policy-directive-8-national-preparedness
[30] Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.
Federal Emergency Management Agency. (2018) *Continuity Guidance Circular*. Retrieved from https://www.fema.gov/media-library-data/1520878493235-1b9685b2d01d811abfd23da960d45e4f/ContinuityGuidanceCircularMarch2018.pdf
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
[31] State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html
[32] U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318. Domain 2,4.
Presidential Policy Directive-8: National Preparedness (2011). Retrieved from https://www.dhs.gov/presidential-policy-directive-8-national-preparedness
[33] National Incident Management System. (2017). Retrieved from https://www.fema.gov/national-incident-management-system
Office of Emergency Management. (2014) 10 O.A.R. § 104-010-0005. Retrieved from https://secure.sos.state.or.us/oard/

6. Reporting Requirements.

a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

b. **Mid-year and end of year PHEPR Work Plan reviews**. LPHA must complete PHEPR Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis.

(1) Mid-year work plan reviews may be conducted between October 1 and March 31.

(2) End of year work plan reviews may be conducted between April 1 and August 15.

c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a triennial review. This Agreement will be integrated into the Triennial Review Process.

d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.

e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.

f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HPSR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.

g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. Performance Measures: LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.[34]

[34] Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/cpr/readiness/capabilities.htm

ATTACHMENT 1[35]

PHEPR Program Annual Budget _____ County July 1, 2020 - June 30, 2021					
				Total	Optional Use: Other Funds to support PHEPR
PERSONNEL			Subtotal	$0	
	List as an Annual Salary	% FTE based on 12 months	0		
(Position Title and Name)			0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEPR activities.					
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	

[35] A fillable template is available from HSPR Liaison.

CAPITAL EQUIPMENT (individual items that cost $5,000 or more)	$0		$0	
SUPPLIES	$0		$0	
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				
NOTES:				
$62,500 (annual salary) which would computer to the sub-total column as $50,000 be 50*12/2080 = .29 FTE				

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

a. Reasonable program purposes, including personnel, travel, supplies, and services.

b. To supplement but not supplant existing state or federal funds for activities described in the budget.

c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.

d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.

e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).

f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.

g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.

h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.

i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

a. Research.

b. Clinical care except as allowed by law. Clinical care, per the FOA, is defined as "directly managing the medical care and treatment of patients."

c. The purchase of furniture or equipment - unless clearly identified in grant application.

d. Reimbursement of pre-award costs (unless approved by CDC in writing).

e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

f. 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 any legislative body.

g. Construction or major renovations.

h. Payment or reimbursement of backfilling costs for staff.

i. Paying the salary of an individual at a rate in excess of Executive Level II or $187,000.00 per year.

j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.

k. The purchase or support of animals for labs, including mice.

l. The purchase of a house or other living quarter for those under quarantine.

m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3[36]

Incident/Exercise Summary Report

Notification *Exercise: Due 30 Days Before Exercise* *Incident: Within 48 hours of notification of incident requiring a response*				
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant		**Date(s) of LPHA Play:**	Dates of Play
Scope **Type of Exercise/Event:**	☐ Drill	☐ Functional Exercise	☐ Planned Event/Training	
	☐ Tabletop Exercise	☐ Full Scale Exercise	☐ Incident/Declared Emergency	
Participating Organizations:	List all the names (if available) and agencies participating in your exercise			
Duration:	How long will the exercise last? Or start/end time		**Location**	Location of exercise, if known
Objectives:	List 1 to 3 SMART objectives			
Primary Activities:	List primary activities to be conducted with this incident or exercise			
Design Team:	List people who are participating in designing the exercise by name, agency			
Point of Contact:	Typically, the PHEP Coordinator's name		**LPHA or Tribe:**	Agency Name
POC Email:	Enter POC's email address		**Phone:**	Phone

Capabilities Addressed	
BIOSURVEILLANCE ☐ 12: Public Health Laboratory Testing ☐ 13: Public Health Surveillance and Epidemiological Investigation **COMMUNITY RESILIENCE** ☐ 1: Community Preparedness ☐ 2: Community Recovery **COUNTERMEASURES AND MITIGATION** ☐ 8: Medical Countermeasure Dispensing and Administration ☐ 9: Medical Materiel Management and Distribution ☐ 11: Nonpharmaceutical Interventions ☐ 14: Responder Safety and Health	**INCIDENT MANAGEMENT** ☐ 3: Emergency Operations Coordination **INFORMATION MANAGEMENT** ☐ 4: Emergency Public Information and Warning ☐ 6: Information Sharing **SURGE MANAGEMENT** ☐ 5: Fatality Management ☐ 7: Mass Care ☐ 10: Medical Surge ☐ 15: Volunteer Management

After Action Report *To be completed within 60 days of exercise or incident completion*	
Strengths:	What were the strengths identified during this exercise or incident?
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.

[36] A fillable template is available from HSPR Liaison.

Improvement Plan

To be completed with action review
and submitted to liaison within 60 days of exercise or incident completion

Name of Event or Exercise	Name of Exercise or Incident	**Date(s)**	Date(s) of Exercise or Incident

CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. Description. 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 Tobacco Prevention Education Program (TPEP). As described in the local program plan, activities are in the following areas:

a. Facilitation of Community and Statewide Partnerships: Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.

(1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.

(2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.

b. Creating Tobacco-Free Environments: Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.

c. Countering Pro-Tobacco Influences: Reduce the promotion of tobacco in retail environments by educating and aligning decision makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.

d. Promoting Quitting Among Adults and Youth: Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.

e. Enforcement: Assist OHA with the enforcement of statewide tobacco control laws, including the Indoor Clean Air Act, 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. Ensure LPHA decision making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

a. **Oregon Indoor Clean Air Act (ICAA)** (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Adults who smoke cigarettes

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must

implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.

b. Ensure that LPHA leadership is appropriately involved and 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. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, direct cessation delivery, other disease control programs, or other efforts not devoted to tobacco prevention and education.

d. Attend all TPEP meetings reasonably required by OHA.

e. Comply with OHA's TPEP Guidelines and Policies.

f. 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 and local program budget on file at OHA, the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements. LPHA must submit local program plan reports on a semi-annual schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period 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. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. Performance Measures.

a. LPHA must operate the Tobacco Prevention Education Program (TPEP**)** described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion
Injury & Violence Prevention/Overdose Prevention Program

1. Description. 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 implement Prescription Drug Overdose Prevention (PDOP) activities.

Program Components to be funded for this Program Element are:

a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.

b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. High-burden Regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in PDMP.

c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the High-burden Region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more inter connected community-level network of services.

d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit or training to help adoption and promotion of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.

e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data to promote public awareness of the burden and preventability of Prescription Drug Overdose initiative.

f. Description of Public Health Problem: Deaths associated with both prescription and non-prescription opioids (e.g. heroin) are among the leading causes of injury death in Oregon. In 2012, Oregon had the highest rate of nonmedical use of prescription pain relievers in the nation. It is estimated the abuse of opioid analgesics results in more than $72 billion in national medical costs alone each year. A priority target in the State Health Improvement Plan (SHIP) is to reduce prescription drug mortality to less than 3 deaths per 100,000. Health system interventions to meet this target are: reduce high risk prescribing; increase number of organization that adopt prescribing guidelines and partner with health care providers to prevent opioid use disorder.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions specific to this Program Element.

High-burden Region: An area of 2-3 neighboring counties led by a funded LPHA. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing are funded through this Program Element.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Prescription Drug Overdose Assessment and Capacity-Building Efforts		*				X	X	X	X	X	X	
Advance Health System Interventions		*				X	X	X	X	X	X	
Facilitation of Community Partnerships		*				X	X	X	X	X	X	
Facilitate Development of Prevention Networks and Systems		*				X	X	X	X	X	X	
Promote Community-Clinical Linkages to Support Prevention		*		X		X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Reduce Opioid overdose deaths

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

Increase percent of top prescribers enrolled in the PDMP

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Implement activities in accordance with this Program Element.

b. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA.

c. Use the funds awarded under this Agreement for this Program Element.

d. Attend all PDO meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.

e. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.

f. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

g. Collect data and maintain documentation.

h. Respond to evaluator's requests for information and collaborate with OHA on final reports to highlight the outcomes of the work.

i. Identify a LPHA to act as the fiscal agent for the High-burden Region. LPHA will provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. LPHA must have on file with OHA an approved Community Response Work Plan no later than November 1st of each year. LPHA must implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.

b. LPHA must submit quarterly PDO Progress Reports.

c. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly PDO Expense Reports.

d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and PDO Expense Reports.

7. Performance Measures.

a. Operate the PDOP Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Work toward the goal of enrolling 95% of the top controlled substance prescribers in the region in PDMP.

b. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)

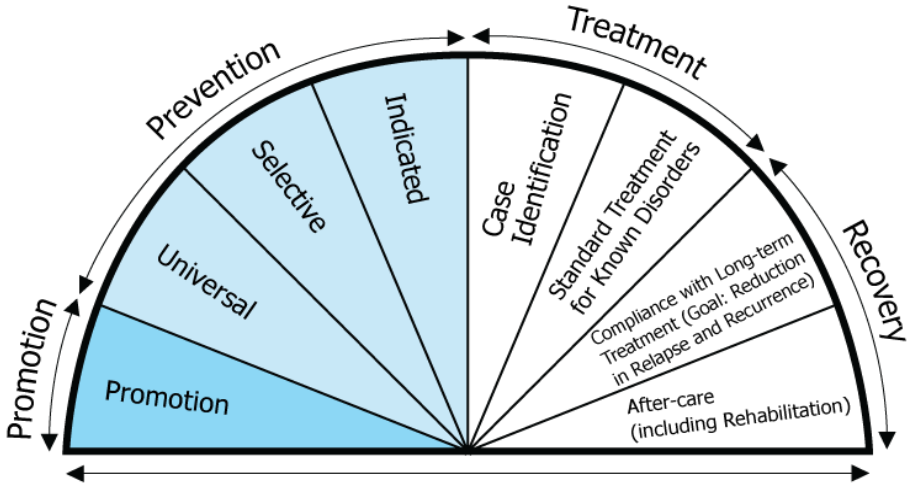
OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. Description. 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 Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

a. Information Dissemination;

b. Prevention Education;

c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;

d. Community Based Processes;

e. Environmental/Social Policy; and

f. Problem Identification and Referral.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Alcohol and Drug Prevention and Education Program (ADPEP)

Not applicable

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Information Dissemination		*		X	X	X	X	X	X	X	X	
Prevention Education		*		X	X	X	X	X	X	X	X	
Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives		*		X		X	X	X	X	X	X	
Community Based Processes		*		X		X	X	X	X	X	X	
Environmental/Social Policy		*	X	X		X	X	X	X	X	X	
Problem Identification and Referral		*		X	X	X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Program Element.

b. Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:

(1) Information Dissemination increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));

(2) Prevention Education build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education);

(3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; mentoring programs);

(4) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; Building and effectively managing prevention coalitions);

(5) Environmental/Social Policy establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; advertising restrictions);

(6) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).

c. Use funds for this Program in accordance with its Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA.

(1) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.

(2) Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

d. Coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.

e. Participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. LPHA must report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA's OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).

b. LPHA must submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

7. Performance Measures.

a. LPHA must submit an OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan and local budget for approval by OHA within a timeframe designated by OHA.

b. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

c. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health Section

1. Description. 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 Maternal, Child and Adolescent Health (MCAH) Services.

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 Block Grant Services (Title V) to provide the following services:

a. Title V MCH Block Grant Services;

b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;

c. Oregon Mothers Care (OMC) Services;

d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this 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.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.

a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.

b. **Perinatal, Child and Adolescent Health General Fund Preventive Health 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.

c. **OMC Services:** 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 include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.

d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership:** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children.. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Alignment with Modernization Foundational Programs and Foundational.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

   a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon Mothers CareServices		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

   b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:** Not Applicable

   c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:** Not Applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. General Requirements

(1) 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.

(2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.

(3) Funding Limitations. Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) MCAH Title V CAH (PE42-07, PE42-08):

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

iv. 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 Program Element, 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)].

v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.

(b) MCAH Perinatal General Funds and Title XIX (PE42-03): Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).

(c) MCAH Babies First! General Funds (PE42-04): Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

(d) **MCAH Oregon Mother's Care Title V (PE42-09, PE42-10):** Funds must be used for implementing OMC.

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

iv. 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 Program Element, 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)].

v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.

(e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant 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) 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 assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

(a) Rationale for priorities selected reflecting the health needs of the MCAH population;

(b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;

(c) Plan to measure progress and outcomes of the Title V funded activities;

(d) Prior year use of Title V funds; and

(e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

(a) Oregon's current Title V MCH Block Grant Application including:

i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment 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 Systems.

ii. Oregon's evidence-based/informed Title V strategies and measures

iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

(1) State MCAH Perinatal, Child and Adolescent Health General funded work may be used to address the following:

(a) Title V MCH Block Grant Services as described above.

(b) Preconception health 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.

(c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.

(d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

(e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. 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.

(2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual 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, home visiting, 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 must assist all women seeking OMC Services in accessing prenatal services as follows:

(a) Provide follow up services to clients and women who walk in or are referred to the OMC Site 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) 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); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.

(5) LPHA must 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 is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.

(6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.

(7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

e. MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership) Services. All Babies First!/Nurse Family Partnership 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.

(1) Staffing Requirements and Staff Qualifications

(a) Babies First!

i. LPHA must designate a staff member as its Babies First! Supervisor.

ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.

iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with the an MCH Nurse Consultant and approved by an MCH Section manager must be in place.

iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

(b) Family Connects: LPHA must designate a staff member as its Family Connects Supervisor. If Family Connect Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

(c) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

(a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.

(b) Family Connects: Services must be delivered in accordance with the Family Connects model as defined by Family Connects International.

(3) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

(4) Nursing Practice. All PHNs working in the Babies First!, Family Connects, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(5) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.

(6) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.
Title V Block Grant Services
A report on the prior year annual plan must be submitted by September 30 of every year.
If LHA provides MCH PHN Home Visiting Services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds
If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting Services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must ensure that t their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership Services.

For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.
LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element #43: Immunization Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice, Immunization Section

1. Description. 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 Immunization 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. 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.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Immunization Services.

a. ALERT IIS: OHA's statewide immunization information system.

b. Assessment, Feedback, Incentives, & eXchange or AFIX: See IQIP definition.

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 LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a 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): Aa 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. **IQIP, Immunization Quality Improvement for Providers**: A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Previously called AFIX.

o. **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.

p. **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.

q. **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.

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/IG 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. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Vaccines for Children Program Enrollment					*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Doses/IG					*		X					
Delegate Agencies					*			X				
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Two-year-old vaccination rates.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

IQIP program.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements**:**

a. State-Supplied Vaccine/IG Provider OR Vaccines for Children Program Enrollment. LPHA must maintain enrollment as an active State-Supplied Vaccine/IG provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor 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 must reconcile their inventory in ALERT IIS. Inventories must 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 Doses/IG.

(1) OHA will bill LPHA quarterly 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 a Subcontract for Immunization Services LPHA must 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 a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program **or** the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children's Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.

(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) If LPHA documents vaccine administration electronically LPHA must 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/20120011ohaphdrrs.pdf, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.

(h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

g. Immunization Rates, Outreach and Education.

(1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.

(2) 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. Activities may include:

- Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
- One of these activities must be related to promoting IQIP participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote IQIP activities.

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 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/LaboratoryServiceshttp://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx

j. Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

(1) 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

(2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.

(3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or

(4) 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.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

(1) 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.

(2) 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:

(a) 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.

(b) 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%.

(c) 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.

(d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.

(e) 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.

(f) 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 https://www.oregonlegislature.gov/bills_laws/ors/ors433.html

(2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) 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 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 https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265. 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.

(4) 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

(5) 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 must 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.

n. State Sponsored Conferences: 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 OHA 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.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.

b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the 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 4.j. of this Program Element occur.

d. LPHA must complete and submit an Immunization Status Report as required in Section 4.l.(4) 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.

7. Performance Measures.

a. LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the IQIP program.

b. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must 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% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.

c. LPHA must achieve 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.

d. LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must 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.

Attachment 1

OREGON'S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

☐ Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs

☐ Determine vaccine administration fees based on the actual cost of service and document how fees were determined

☐ Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP

☐ Develop immunization billing policies and procedures that address:

- Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
- 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 payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility

☐ With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients

☐ Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community

☐ Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement

☐ Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered

☐ Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

1. Description. 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 School-Based Health Centers (SBHC) Services. SBHC Services must 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.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2017 Oregon Healthy Teens Survey, approximately 62% of both 8th and 11th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at in easily accessible location for students and families.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to School-Based Health Centers.

Biennium June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

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

SBHC Standards for Certification In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the following sections of the SBHC Standards for Certification. SBHC Standards for Certification are found at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Compliance of SBHC Standards for Certification	**X**	**X**		**X**	*	**X**	**X**	**X**	**X**	**X**		
Planning Grant for SBHCs				*		**X**	**X**	**X**		**X**		
Mental Health Expansion Grants		**X**		**X**	*	**X**	**X**	**X**	**X**	**X**		

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Communicable Disease Control – Gonorrhea rates; and

Access to Clinical Preventive Services – Effective Contraceptive Use.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Funds provided under this Agreement for SBHC Services must 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. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which are accessible on the Internet at http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html

c. The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

e. LPHA must 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.

f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

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 the OHA selects a LPHA to receive a SBHC Planning Grant:

(1) Strategic Planning

(a) LPHA must 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 before the end of the Biennium.

(b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition each SBHC site may have at least two technical assistance visits by a SPO staff member.

(c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified the last day of the Biennium 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.

(2) Advance Phase Strategic Planning

(a) LPHA must 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 within the first fiscal year of the award.

(b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.

(c) LPHA must become certified within the first year of the award 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.

g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Mental Health Expansion Grants.

(1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

(a) 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

(b) Supporting mental health projects (as defined by grant proposal) within the SBHC system

(2) LPHA must provide services that are culturally and linguistically appropriate to their target population

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a 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).

b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx

c. LPHA must submit annual SBHC financial data via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).

d. LPHA must submit annual hours of operation and staffing via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.

e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.

f. LPHA must 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/

g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.

h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.

i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.

j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. Performance Measures.

a. LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30).

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

1. Description. 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 Reproductive Health services.

Funds provided through this Program Element support LPHA's efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally responsive, high-quality, and evidence-based reproductive health services.

This Program Element uses a systems approach to ensure that LPHAs lead efforts to develop a community-based approach to ensuring that equitable access to family planning services is available – capitalizing upon the presence of other service providers to assist in meeting the need.
Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals' ability to access services and to plan and make decisions regarding their reproductive health goals. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Reproductive Health. Not applicable.

3. Program with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Develop and maintain strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health				*			X	X	X	X		
Identify barriers to access and gaps in reproductive health services		X		*			X	X	X			
Develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X		*			X	X		X	X	
Evaluate the impact of the strategic plan.		X		*			X	X	X	X		

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Effective Contraceptive Use

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:

Effective Contraceptive Use

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements set forth in Oregon Reproductive Health Program Administrative Rules, Chapter 333, Division 4, and in the Oregon Reproductive Health Program Certification Requirements for RH Services available at: https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/REPRODUCTIVESEXUALHEALTH/RESOURCES/Documents/RH-Program-Certification/Certification-Requirements-RHServices.pdf .

b. LPHA must deliver all RH services supported in whole or in part with funds provided under this Agreement in compliance with ORS 431.145 and ORS 435.205 which defines the responsibility of LPHA to ensure access to clinical preventive services including family planning.

c. LPHA must develop and engage in activities as described in its Local Program Plan as follows:

(1) The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.

(2) The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community

(3) The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.

(4) The Local Program Plan must outline how LPHA intends to assure provision of comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.

(5) The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.

(6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to Reproductive Health services.

d. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

LPHA must provide progress reports as included in the OHA approved local program plan.

7. Performance Measures.

LPHA must operate the RH program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

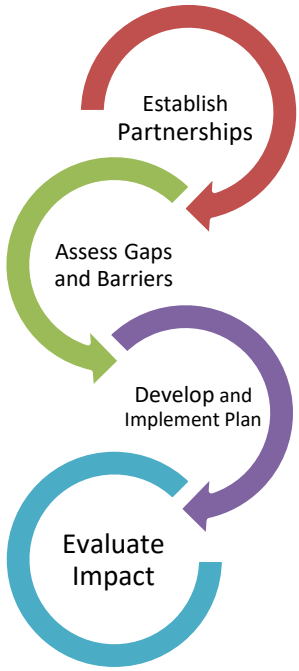
Effective Contraceptive Use.

Attachment 1
Reproductive Health Program – FY 21 Local Program Plan Guidance
Community Participation and Assurance of Access to Reproductive Health Services

Overarching Goal: Ensure regional access to reproductive health services with a focus on serving individuals with limited resources.

Instructions
LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. LPHA should identify at least one objective and associated activities to support work at that stage, with the goal of eventually moving to the next component on the continuum.

It is understood that the work may not necessarily be linear but may identify the need to circle back to an earlier step, such as the need to bring in additional partners.



Program Component 1: Develop and maintain strategic partnerships with shared accountability to drive a collective impact to support public health goals related to RH.
Objective 1A: Convene on-going partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services within your community.
Objective 1B: Create your own objective related to developing strategic partnerships, with shared accountability, to drive a collective impact in support of public health goals related to RH.
Suggested Activities: Create partnership agreements with community providers identifying roles and areas of collaboration; host or co-host community forums/outreach events; develop preliminary community plan; establish coalition with regular meetings; create charter and/or workplan.

Program Component 2: Identify barriers to access and gaps in RH services
Objective 2A: In collaboration with the OR RH Program and community partners, conduct local assessment(s) of access to culturally responsive, high-quality, evidence-based RH services to identify barriers to access and gaps in services.
Objective 2B: Evaluate the impact of local policies, interventions, and programs on access to culturally responsive, high-quality, evidenced-based RH services and associated barriers and gaps.
Objective 2C: Following assessment and/or evaluation, share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.
Objective 2D: Create your own objective to identify barriers to access and gaps in RH services.
Suggested Activities: Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers; review regional policies and evaluate effectiveness in addressing gaps or barriers in access; share data/results through community meetings, written reports, and/or online resources.

Program Component 3: Develop and implement strategic plans to address gaps and barriers to accessing RH services
Objective 3A: With community partners and, as needed, the OR RH Program, develop a plan for improving access to RH services, addressing how to reduce or eliminate health disparities.
Objective 3B: Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.
Objective 3C: With community partners, implement plan for improved access to RH services.
Objective 3D: Assure that community members are aware of RH providers within the community through multiple communication channels.
Objective 3E: Create your own objective to develop and implement strategic plans to address gaps and barriers to accessing RH services.
Suggested Activities: Host community listening and planning sessions to create a strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community; develop evaluation plan or process; utilize evaluation findings to make system improvements; hold a forum; create a website.

Program Component 4: Evaluate the impact of your plan
Objective 4A: With community partners, evaluate previously implemented plan to improve access to RH services.
Objective 4B: Consult with the RH Program to determine evaluation process.
Objective 4C: Determine your own evaluation process.
Suggested Activities: Evaluate impact of community coalitions; evaluate existing resources/ tools.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY	**Fiscal Year:**		
Program Element #46			
Reproductive Health Program			
EMAIL TO: RH.program@state.or.us			
Sub Recipient Organization Name:			
Budget period From:		**To:**	

Budget

Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			$ -
Benefits			$ -
Personal Services (Salaries and Benefits)	$ -	$ -	$ -
Professional Services/Contracts			$ -
Travel			$ -
Supplies			$ -
Facilities			$ -
Telecommunications			$ -
Catering/Food			$ -
Other			$ -
Total Services and Supplies	$ -	$ -	$ -
Capital Outlay			$ -
Indirect: Rate (%):_____			$ -
TOTAL Budget	$ -	$ -	$ -

	Prepared by (print name)	
Email		Telephone

Program Element #50: Safe Drinking Water Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Protection/Environmental Public Health Section

1. Description.

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 ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water 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 Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, water quality alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water 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.

a. Funds provided under this Agreement are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as "Partners" to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within Partners' jurisdiction.

b. 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 Description include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for Non-EPA Water Systems using Groundwater sources only.

c. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Safe Drinking Water 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. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.

d. **DRINKING WATER SERVICES (DWS)**: DWS is a program within OHA that administers and enforces state and federal safe drinking water 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 safe drinking water infrastructure; and certifying and training water system operators.

e. **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.

f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing**.** Partners review sanitary defects identified and approves corrective action schedules.

g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a level 1 investigation. Minimum elements include those that are part of a level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.

h. **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 Maximum Contaminant Level.

i. **MONITORING OR REPORTING (M/R) VIOLATION:** 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.

j. **NON-EPA WATER SYSTEM:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

k. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** 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.

l. **OHA:** Oregon Health Authority

m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.

n. **PRIORITY DEFICIENCIES:** Deficiencies identified during water system sanitary survey that have a direct threat pathway to contamination or inability to verify adequate treatment.

Well: Sanitary seal or casing not watertight

Well: No screen on existing well vent

Spring: No screen on overflow

Spring: Spring box not impervious durable material

Spring: Access hatch / entry not watertight

Storage: No screened vent

Storage: Roof and access hatch not watertight

Storage: No flap valve, screen, or equivalent on overflow

Treatment (UV): No intensity sensor with alarm or shut-off

o. **PRIORITY NON-COMPLIER (PNC):** Water systems with system scores of 11 points or more.

p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.

q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS): A person currently registered as an** Environmental Health Specialist by the Oregon Environmental Health Registration Board.

r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) 333-061.

s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.

t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.

u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.

v. **USEPA or EPA:** United States Environmental Protection Agency.

w. **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, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

x. **WATER SYSTEM 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 water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. Alignment with Modernization Foundational Programs and Foundational. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Emergency Response	**X**		*					**X**			**X**	**X**
Investigation of Water Quality Alerts	**X**		*						**X**			
Independent Enforcement Actions	**X**		*			**X**						
Technical Regulatory Assistance	**X**		*				**X**					**X**
Water System Surveys	**X**		*			**X**						
Resolution of Priority Non-compliers (PNC)	**X**		*			**X**						
Water System Survey Significant Deficiency Follow-ups	**X**		*			**X**						
Enforcement Action Tracking and Follow-up	**X**		*			**X**						
Resolution of Monitoring and Reporting Violations	**X**		*			**X**						
Inventory and Documentation of New Water Systems	**X**		*			**X**						

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:** Percent of Community Water Systems that meet health-based standards

c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measures:**

(1) **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required.

(2) **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.

(3) **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, Partners agree to conduct activities in accordance with the following requirements:

a. **General Requirements.** Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners 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: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.

(2) Independent Enforcement Actions: Partners must 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. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.

(3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current.

(4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.

(5) Investigation of Water Quality Alerts: Partners must investigate all water quality alerts for detections of regulated contaminants at community, NTNC, TNC, and non-EPA water systems.

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate

actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

(b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.

(6) Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Investigation form and must submit to DWS within 30 days of triggered investigation date.

(7) Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

(8) Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are priority non-compliers (PNCs) as follows:

(a) Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.

(b) If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.

(c) If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (c) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

(9) Level 1 Coliform Investigation Review: After a level 1 investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

(10) Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

(a) After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.

(b) If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.

(c) For priority deficiencies Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If priority deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.

(11) Enforcement Action Tracking and Follow-up: For both EPA and non-EPA systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

(12) Resolution of Monitoring and Reporting Violations:

(a) Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must 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.

(13) Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.

(14) Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	Non-EPA
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	X*
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X*
Resolution of Monitoring and Reporting Violations	X	X	X	
Inventory and Documentation of New Water Systems	X	X	X	X

*E.coli only

c. Staffing Requirements and Qualifications.

(1) Partners must develop and maintain staff expertise necessary to carry out the services described herein.

(2) Partner staff must 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) Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

5. General Revenue and Expense Reporting. Partners must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. Documentation of Field Activities and Water System Contacts. Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and 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 water systems.

(4) Guide and plan program activities.

b. Minimum Standard for Documentation. Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:

(1) Water system surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.

(2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.

(3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.

(4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business day of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

(5) Field and office contacts in response to water quality alerts. For acute MCL alerts (E.coli, Nitrate, and Arsenic): must submit Contact Reports to DWS within 2 business days of alert, all other alerts submit to DWS within 6 business days of alert.

(6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.

(7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.

(8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.

(9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

c. DWS Audits. Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

7. Performance Measures. Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Percent of Community Water Systems that meet health-based standards.

DWS will use three performance measures to evaluate Partners' performance as follows:

a. Water system surveys completed. Calculation: number of surveys completed divided by the number of surveys required per year.

b. **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.

c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

8. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

a. Distribute drinking water program and technical information on a monthly basis to Partners.

b. Sponsor at least one annual 8-hour workshop for Partner 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. Partners are responsible for travel expenses for Partner 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 to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

d. Provide Partners with the following information:

(1) Immediate Email Notification: Alert data, plan review correspondence.

(2) Monthly Email Notification: Violations, system scores, PNCs.

Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.

(3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.

e. Support electronic communications and data transfer between DWS and Partner to reduce time delays, mailing costs, and generation of hard copy reports.

f. Maintain sufficient technical staff capacity to assist Partner staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partner staff.

g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are 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 water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333 Division 61.

Program Element #51: Public Health Modernization: Leadership, Governance and Program Implementation

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. Description. 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 Public Health Modernization: Leadership, Governance and Program Implementation.

Section 1: LPHA Leadership, Governance and Program Implementation

a. Establish leadership and governance to plan for full implementation of public health modernization. Develop business models for the effective and efficient delivery of public health services, develop and/or enhance partnerships to build a sustainable public health system, and implement workforce and leadership development initiatives.

b. Implement strategies to improve local infrastructure to control communicable disease and reduce health disparities. Implement local strategies to control communicable disease. Place emphasis on reducing communicable disease-related disparities.

Section 2: Regional Partnership Implementation

a. Establish and maintain a Regional Partnership of local public health authorities (LPHAs) and other stakeholders. Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.

b. Implement regional strategies to control communicable disease and reduce health disparities. Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.

c. Demonstrate Regional approaches for providing public health services. Plan and develop business models that support regional infrastructure, share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment[37] showed that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal.

Each LPHA is eligible to receive funding under two sections. LPHAs funded under **Section 1: LPHA Leadership, Governance, and Program Implementation** must use funds provided through this Program Element to plan for full implementation of public health modernization and to implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.

LPHAs funded as Fiscal Agents for Regional Partnerships under **Section 2: Regional Partnership Implementation** must use funds provided through this Program Element to establish and maintain a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying and reducing communicable disease-related disparities. LPHA must demonstrate models for Regional Infrastructure that are scalable in other areas of the state or for other public health programs.

[37] 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Public Health Modernization

a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.

b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.

c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.

d. Public health accountability process measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.

e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.

f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.

g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

h. Regional Governance. The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in the Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*					X	X	X	X	X	X	X
Implement strategies for local communicable disease and health equity infrastructure (Section 1)	*						X	X	X		X	X
Establish and maintain a Regional Partnership (Section 2	*					X		X		X		
Implement communicable disease control strategies (Section 2)	*						X	X	X	X	X	X
Demonstrate new approaches for providing public health services (Section 2)	*					X		X		X		X

b. Public Health Accountability Outcome Metrics:

The 2017-2019 public health accountability metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two-year old immunization rates
- Gonorrhea rates

LPHA is not required to select two-year old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease risks based on local epidemiology and need.

c. Public Health Accountability Process Measure:

The 2017-19 public health accountability process measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need, the following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete "priority" fields

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

Requirements that apply to Section 1 <u>and</u> Section 2 funding:

a. Implement activities in accordance with this Program Element.

b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.

c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more for any line item may only be made with OHA approval.

d. Ensure the LPHA and/or Regional Partnership is staffed at the appropriate level to address all requirements in this Program Element and to fulfill Section 1 and/or Section 2 work plan objectives, strategies and activities.

e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.

f. Participate in calls with OHA to discuss progress toward work plan activities, deliverables and milestones.

(1) Section 1: Calls scheduled on an as needed basis.

(2) Section 2: Calls scheduled quarterly.

g. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products with OHA and other LPHAs and may include public posting.

h. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Program Implementation

i. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, and Communicable Disease Control, as described in Attachment 1 of this Program Element.

Requirements that apply to Section 2: Regional Partnership Implementation

j. Develop Regional Infrastructure through formation and maintenance of a Regional Partnership of LPHA and other partners.

(1) Use a formal Regional Governance structure that includes the Fiscal Agent, other participating LPHAs and non-LPHA partners for decision-making, resource allocation and implementation of OHA-approved regional work plan.

(2) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.

(3) Engage with appropriate governing entities to develop business models that support regional infrastructure.

k. Implement regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.

(1) Engage local and/or regional organizations as strategic partners to control communicable disease transmission.

(2) Develop and implement a regional system for identification and control of communicable disease with strategic partners.

(3) Use established best practices whenever possible.

(4) Develop and/or enhance partnerships with Regional Health Equity Coalitions, Federally recognized Tribes, local and regional community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.

(5) Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.

(6) Communicate to the general public and/or at risk populations about communicable disease risks.

(7) Provide regional training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.

(8) Develop and implement a regional system for communications with strategic partners about disease transmission.

(9) Demonstrate capacity to routinely evaluate regional communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.

(10) Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats.

(11) Complete an assessment of the region's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years.

(12) Complete and implement an action plan that addresses key findings from the regional health equity assessment.

5. General Budget and Expense Reporting. LPHAs funded under Section 1 and/or Section 2 must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

c. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.

d. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.

e. Submit to OHA the following deliverables, in the timeframe specified:

(1) For Section 2, A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by March 31, 2021

(2) If Regional Health Equity assessment and Action Plan have not been submitted to OHA within the past five year, must submit regional health equity assessment and action plan by June 30, 2021

(3) For Section 2, At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, or communication materials) by June 30, 2021

7. Performance Measures.

If LPHA funded as Fiscal Agents for Regional Partnerships complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

Work Plan Menu Options for all LPHAs Receiving funding through Section 1: LPHA Leadership, Governance and Program Implementation

An OHA-approved 2019-21 work plan for Program Element 51 Section 1 requires each LPHA to include Objectives and Strategies under Subsections 1.1 through 1.3 as described in the following tables.

Subsection 1.1: Leadership and Governance

Instructions:

- *Each LPHA must include Objective 1.1.1 in the PE51 work plan.*
- *Each LPHA must include at least one additional Objective (1.1.2 through 1.1.5) in the PE51 work plan.*

1. Participate in shared learning opportunities or communities of practice focused on governance and public health system-wide planning. **(Required)**

   Strategies will include:
   a. Participation in in-person and remote learning communities.
   b. Project or work plan implementation in between learning community meetings.
   c. Engagement of leadership, staff and/or partners in learning community activities, as appropriate.

2. Plan for full implementation of public health modernization across foundational capabilities and programs. Assess and develop models for effective and efficient delivery of public health services

   Strategies may include:

   a. Engage with appropriate governing entities to develop business models that support partnership infrastructure.
   b. Ensure the effective management of organizational change.
   c. Support the performance of public health functions with strong operational infrastructure, including standardized written policies and procedures that are regularly reviewed and revised.
   d. Collect, analyze and report data for data-driven decision-making to manage organizational and system activities.
   e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Develop and/or enhance partnerships to build sustainable public health system (e.g., tribes, regional health equity coalitions, CCOs, health systems, early learning hubs

   Strategies may include:
   a. Ensure participation of community partners in local public health planning efforts.
   b. Work with the state and other local and tribal authorities to improve the health of the community.
   c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Implement workforce and leadership development initiatives

   Strategies may include:
   a. Establish workforce development strategies that promote the skills and experience needed to perform public health duties and to carry out governmental public health's mission.
   b. Commit to the recruitment and hiring of a diverse workforce. Develop an ongoing plan for workforce diversity with goals and metrics to track progress.
   c. Assess staff competencies; provide training and professional development opportunities.
   d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

5. Develop and implement technology improvements that support effectiveness and efficiency of public health operations.

   Strategies may include:

   a. Access local and statewide information and surveillance systems to evaluate the effectiveness of public health policies, strategies and interventions.
   b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

Section 1.2: Health Equity and Cultural Responsiveness: Engage public health staff, community members and stakeholders in the implementation of health equity plans.
Instructions: - *Each LPHA must include Objectives 1.2.1 and 1.2.2 in the PE51 work plan.* - *LPHAs that have completed a health equity assessment and developed and implemented a health equity action plan (regionally or as an individual LPHA) must select at least two additional Objectives (#1.2.3 through 1.2.7) to include in the PE51 work plan:* o *One Objective must reflect work internal to the health department (#1.2.3 through 1.2.4);* o *One Objective must reflect work with partners or community members (#1.2.5 through 1.2.7)*
1. Complete an assessment of the LPHA's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years. Participation in a health equity assessment (e.g., with 2017-19 public health modernization funding) within the past five years fulfills this requirement. **(Required)**
2. Complete and implement an action plan that addresses key findings from health equity assessment. **(Required)**
3. Develop an ongoing process of continuous learning, training and structured dialogue for all staff.
4. Commit and invest existing and additional resources in recruitment, retention and advancement efforts to improve workplace equity. Establish parity goals and create specific metrics with benchmarks to track progress.
5. Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized tribes, community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
6. Work directly with communities to co-create policies, programs and strategies. Ensure that health interventions are culturally responsive.
7. Collect and maintain data, or use data provided by PHD that reveal inequities in the distribution of disease. Focus on the social conditions (including strengths, assets and protective factors) that influence health.

Subsection 1.3: Communicable Disease Control: Implement strategies to improve infrastructure to prevent and control communicable disease

Instructions:

- *Each LPHA must include Objective 1.3.1 in the PE51 work plan.*
- *Each LPHA must select at least one additional Objective (1.3.2 through 1.3.4) to include in the PE51 work plan.*

1. Conduct jurisdiction-specific communicable disease control and prevention for communicable diseases. **(Required)**

   Strategies may include:

   a. Demonstrate infrastructure for achieving public health accountability metrics, local public health process measures for communicable disease control.
   b. Communicate to the general public and/or at-risk populations about communicable disease risks.
   c. Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
   d. Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
   e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

2. Work with partners within a specific jurisdiction to implement communicable disease prevention initiatives.

   Strategies may include:

   a. Engage local organizations as strategic partners to control communicable disease transmission.
   b. Develop and implement a system for identification and control of communicable disease with strategic partners.
   c. Develop and implement a system for communications with strategic partners about disease transmission.
   d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Implement workforce development initiatives.
   Strategies may include:
   a. Training for providers to implement communicable disease prevention initiatives.
   b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Utilize local communicable disease investigation and response and emergency preparedness systems to begin planning for environmental health threats.
   Strategies may include:
   a. Collect and/or utilize local data to assess potential for environmental health threats.
   b. Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats, including all hazards surge response.
   c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

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

1) Grantee	**2) Issue Date**	**This Action**
Name: Yamhill County	July 01, 2020	Award
Street: 412 NE Ford St.		FY 2021
City: McMinnville	**3) Award Period**	
State: OR Zip: 97128-4608	From July 1, 2020 through June 30, 2021	

4) OHA Public Health Funds Approved

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	0	$129,729.00	$129,729.00
PE02	Cities Readiness Initiative	0	$31,416.00	$31,416.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	0	$89,121.00	$89,121.00
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	0	$114,204.00	$114,204.00
PE27-05	PDOP Bridge (PDO/SOR)	0	$30,000.00	$30,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	0	$100,627.00	$100,627.00
PE42-03	MCAH Perinatal General Funds & Title XIX	0	$3,671.00	$3,671.00
PE42-04	MCAH Babies First! General Funds	0	$11,733.00	$11,733.00
PE42-06	MCAH General Funds & Title XIX	0	$6,888.00	$6,888.00
PE42-11	MCAH Title V	0	$39,005.00	$39,005.00
PE43-01	Public Health Practice (PHP) - Immunization Services	0	$28,765.00	$28,765.00
PE44-01	SBHC Base	0	$120,000.00	$120,000.00

PE44-02	SBHC - Mental Health Expansion	0	$125,000.00	$125,000.00
PE46-05	RH Community Participation & Assurance of Access	0	$24,147.00	$24,147.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	0	$46,320.00	$46,320.00
PE51-01	LPHA Leadership, Governance and Program Implementation	0	$111,844.00	$111,844.00
		0	$1,012,470.00	$1,012,470.00

5) Foot Notes:

PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.

6) Comments:

PE01-01	
PE02	
PE12	
PE13-01	
PE27-05	Initial SFY21 $30,000 in FY21 available 7/1/2020 - 9/29/2020.
PE36	
PE42-03	
PE42-04	
PE42-06	
PE42-11	

PE43-01
PE44-01
PE44-02
PE46-05
PE50
PE51-01

7) 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	

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL TO: OHA-PHD.ExpendRevReport@dhsoha.state.or.us

Agency: [Enter your agency name]

Program: [Enter the Program Element Number / Sub Element and Title]

Fiscal Year: July 1, [start year] to June 30, [end year]

BREAKDOWN BY FISCAL YEAR QUARTER

REVENUE		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A.	PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1.	Revenue from Fees	----------		----------		----------		----------		----------	$ -
2.	Donations	----------		----------		----------		----------		----------	$ -
3.	3rd Party Insurance	----------		----------		----------		----------		----------	$ -
4.	Other Program Revenue	----------		----------		----------		----------		----------	$ -
	TOTAL PROGRAM INCOME	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
5.	Other Local Funds (Identify)		----------		----------		----------		----------	$ -	----------
	5a.		----------		----------		----------		----------	$ -	----------
	5b.		----------		----------		----------		----------	$ -	----------
6.	Medicaid/OHP/Ccare		----------		----------		----------		----------	$ -	----------
7.	Volunteer and In-Kind (estimate value)		----------		----------		----------		----------	$ -	----------
8.	Other (Specify)		----------		----------		----------		----------	$ -	----------
9.	Other (Specify)		----------		----------		----------		----------	$ -	----------
10	Other (Specify)		----------		----------		----------		----------	$ -	----------
	TOTAL REVENUE	$ -		$ -		$ -		$ -		$ -	

EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1.	**Personal Services (Salaries and Benefits)**									$ -	$ -
2.	**Services and Supplies (Total)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	2a. Professional Services/Contracts									$ -	$ -
	2b. Travel & Training									$ -	$ -
	2c. General Supplies									$ -	$ -
	2d. Medical Supplies									$ -	$ -
	2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.	**Capital Outlay**									$ -	$ -
4.	**Indirect Cost ($)**									$ -	$ -
	4a. Indirect Rate (_____%)	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------
	TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Less Total Program Income	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
	TOTAL REIMBURSABLE EXPENDITURES	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
	Check Box if amounts have been revised since report previously submitted	☐	☐	☐	☐	☐	☐	☐	☐		

WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.
**** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports****

C.	CATEGORY	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date
1.	Client Services					$ -
2.	Nutrition Education					$ -
3.	Breastfeeding Promotion					$ -
4.	General Administration					$ -
	TOTAL WIC PROGRAM	$ -	$ -	$ -	$ -	$ -

D. CERTIFICATE

I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

PREPARED BY **PHONE** **AUTHORIZED AGENT SIGNATURE** **DATE**

Form Number 23-152 Revised July 2019

OREGON HEALTH AUTHORITY

PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT

EMAIL TO: **OHA-PHD.ExpendRevReport@dhsoha.state.or.us**

Agency: [Enter your agency name]

Program: [Enter the Program Element Number / Sub Element and Title]

Fiscal Year: **July 1, [start year]** **to** **June 30, [end year]**

OTHER SERVICES & SUPPLIES EXPENDITURES FORM

		BREAKDOWN BY FISCAL YEAR QUARTER									
OTHER SERVICES & SUPPLIES EXPENDITURES		**Q1: Jul, Aug, Sep**		**Q2: Oct, Nov, Dec**		**Q3: Jan, Feb, Mar**		**Q4: Apr, May, Jun**		**Fiscal Year To Date**	
2e.	**OTHER SERVICES & SUPPLIES***	**Non-OHA/PHD Expenditures**	**OHA/PHD Expenditures**	**Non-OHA/PHD Expenditures**	**OHA/PHD Expenditures**	**Non-OHA/PHD Expenditures**	**OHA/PHD Expenditures**	**Non-OHA/PHD Expenditures**	**OHA/PHD Expenditures**	**Non-OHA/PHD Expenditures**	**OHA/PHD Expenditures**
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	Enter Other S&S Category									$ -	$ -
	TOTAL OTHER S&S EXPENDITURES**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Form Number 23-152 Other S&S Expenditures — Revised July 2019

***Note: For each line under 2e. OTHER SERVICES & SUPPLIES, enter the type of other expenditures and the amount for both the Non-OHA/PHD Expenditures column and OHA/PHD Expenditures Column.**

****Note: The Total Other S&S Expenditures for each quarter here needs to be entered into the corresponding cells in Line 2e. Other under the Expenditure Section of the Expenditure and Revenue Report.**

TITLE OF FORM:	**OHA Public Health Division Expenditure and Revenue Report**
FORM NUMBER:	**23-152 (Instructions)**
WHO MUST COMPLETE THE FORM 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 REPORT:	**OHA-PHD.ExpendRevReport@dhsoha.state.or.us**
WHEN TO SUBMIT:	Reports for grants are due **30 days** following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. **Any** expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds 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.

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

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency** name, **Program Element Number and Title**, and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	**Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.**
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDIUTRES	**Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.**
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month**.** 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 (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.

Line 2c. General Supplies	Report expenditures for materials & supplies costing less than $5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. 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 $5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).***
Line 4. Indirect Cost ($)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSALBE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
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.

Form Number: 23-152 Revised July 2019

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

The Financial Assistance Award consists of the following Items and Columns:

a. **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 "Award Balance"** 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 "New Award Balance"** 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 Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" 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 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.

g. **Item 7 "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 Enforcement Functions. 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. LPHA Training. LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.

d. 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/HITECH COMPLIANCE.

a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). 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. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.

(1) **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.

(2) **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.

b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

3. OHA intends to request reimbursement from FEMA for all allowable costs, and will provide Recipient with FEMA reporting forms and requirements for the grant. Recipient shall complete such reports with sufficient detail and within the deadlines necessary to comply with FEMA grant requirements for reimbursement.

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) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, 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 or Overexpenditure 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, Overexpenditure or Misexpenditure. If OHA believes there has been an Underexpenditure or Overexpenditure (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 or Overexpenditure" 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 or Overexpenditure.

(a) LPHA's Response. LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure 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 or Overexpenditure 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 Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure 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 or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. 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 Overexpenditure 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 or Overexpenditure pursuant to "Appeal Process" above), OHA may recover the Underexpenditure or Overexpenditure 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 or Overexpenditure 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 or Overexpenditure, 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 or Overexpenditure, 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 or Overexpenditure.

(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 15.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 15.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, Overexpenditures and Misexpenditures.

(1) LPHA shall cooperate with OHA in the Agreement Settlement process.

(2) OHA's right to recover Underexpenditures, Overexpenditures 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. Subcontracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, 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 "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract 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 Subcontract 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 Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR §200.331, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor 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 Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts.

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 Subcontracts 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 the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are: :

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, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

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. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs

as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. 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 Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.

9. Payment of Certain Expenses. If OHA requests that an employee of LPHA, or a Subcontractor 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 Public Health Director (or delegate) 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 Subcontractor for that Subcontractor'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 Subcontractor, 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.

g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

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; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; 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 not 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 Subcontractor 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 Subcontracts terms and conditions necessary to require that Subcontractors 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 Subcontractor 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 Subcontractor 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 Subcontractors 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. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.

11. **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, upon 24 hour prior notice to LPHA, 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.

12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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.

13. **Force Majeure.** Neither party 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 the parties. 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. Either party 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.

14. **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.

15. **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.

16. 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.

17. 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.

18. 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
635 Capitol Street NE, Room 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Yamhill County, Yamhill County
LindseyManfrin
412 NE Ford Street
McMinnville, Oregon 97128-4608
Telephone: (503) 434-7523 Facsimile: (503) 434-9846
Email: manfrinl@co.yamhill.or.us

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 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 Subcontractors 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 Subcontractors 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 Subcontractors to include in all contracts with Subcontractors receiving more than $100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** LPHA shall comply and require all Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractor 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. Subcontractors 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 Subcontractors 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 Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors 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 Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor'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, Subcontractors 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.

c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Ave, SW
Cohen Building, Room 5527
Washington, DR 20201

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. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this **Exhibit**, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

16. **FEMA.** This Agreement is subject to the additional federal terms and conditions located at: https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf as may be applicable to this Agreement.

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor 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. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.

b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.

c. Subcontractor may expend funds paid to Subcontractor 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 Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records. Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor 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, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor 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 Subcontractor under this Contract for employee compensation. Subcontractor 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. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor 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. Subcontractor 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 Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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 Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

a. All written materials related to the services provided to the LPHA Client in alternate formats.

b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.

c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LHPA, in connection with the Service being provided to the requestor. 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 in the prevalent non-English language(s) within the LPHA service area. 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(s) within the LPHA service area.

4. **Compliance with Law.** Subcontractor 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, Subcontractor 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 Subcontractor, 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, Subcontractor 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 Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor 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.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor 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 Subcontractor employee manual that describes the Subcontractor 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 Subcontractor is a State of Oregon governmental agency, Subcontractor 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, Subcontractors 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 Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. Required Subcontractor Insurance Language.

a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor'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 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.

b. Subcontractor(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 Subcontractor 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 Subcontractor from and against any and all Claims.

9. Subcontracts. Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS

General Requirements. LPHA shall require its first tier Subcontractors(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 Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Subcontractors to begin work under the Subcontracts 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 Subcontracts permitting it to enforce Subcontractor 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a “first tier” Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor 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 Subcontract, 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:

Subcontract 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:

Subcontract 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:

Subcontract 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 Subcontractor's activities to be performed under the Subcontract. 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 Subcontractor 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 Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor 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 Subcontractor may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor 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 Subcontractor 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 Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. 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

PE02 Cities Readiness Initiative

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	09/26/2019
Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	CDC
CDFA Number:	93.069
CFDFA Name:	Public Health Emergency Preparedness
Total Federal Award:	$8,106,290
Project Description:	Public Health Emergency Preparedness
Awarding Official:	LCDR Erin Grasso
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50407

Agency	DUNS No.	Amount	Grand Total:
Yamhill	962184128	$31,416.00	$31,416.00

PE12 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	09/26/2019
Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	CDC
CDFA Number:	93.069
CFDFA Name:	Public Health Emergency Preparedness
Total Federal Award:	$8,106,290
Project Description:	Public Health Emergency Preparedness
Awarding Official:	LCDR Erin Grasso
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50407

Agency	DUNS No.	Amount	Grand Total:
Yamhill	962184128	$89,121.00	$89,121.00

PE27-05 PDOP Bridge (PDO/SOR)

Federal Award Identification Number:	H79TI081716
Federal Award Date:	7/12/2019
Performance Period:	09/30/2018-09/29/2020
Awarding Agency:	SAMHSA
CDFA Number:	93.788
CFDFA Name:	Opioid STR
Total Federal Award:	$11,981,351
Project Description:	Oregon State Opioid Response (SOR)
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	82367
Index:	87850

Agency	DUNS No.	Amount	Grand Total:
Yamhill	962184128	$30,000.00	$30,000.00

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TI10043-19
Federal Award Date:				8/13/2019
Performance Period:				10/01/2018-09/30/2020
Awarding Agency:				SAMHSA
CDFA Number:				93.959
CFDFA Name:				Substance Abuse
Total Federal Award:				$20,581,505
Project Description:				Substance Abuse
Awarding Official:				Odessa Crocker
Indirect Cost Rate:				17.86%
Research and Development (T/F):				FALSE
PCA:	52793	52613	52617	52847
Index:	50341	50341	50341	50341

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total:
Yamhill	962184128	$7,708.00	$473.00	$4,750.00	$87,696.00	$100,627.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B04MC33862
Federal Award Date:	03/17/2020
Performance Period:	10/01/2019 - 09/30/2021
Awarding Agency:	DHHS/HRSA
CDFA Number:	93.994
CFDFA Name:	MCH Title V Block Grant
Total Federal Award:	4647190
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
PCA:	52235
Index:	50336

Agency	DUNS No.	Amount	Grand Total:
Yamhill	962184128	$39,005.00	$39,005.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	TBD
Performance Period:	07/01/2020-06/30/2021
Awarding Agency:	HHS/CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	TBD
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Elizabeth Sullivan
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Yamhill	962184128	$28,765.00	$28,765.00