



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 27, 2018

Department: Health Agenda Planning Date: June 21, 2018 Time required: 10

Audio/Visual aids

Contact: Pamela A Hutchinson, Division Director Phone: 503.588.5612

Department Head Signature: [Signature]

TITLE Oregon Health Authority 2017-2019 Amendment #10 to the IGA for the Financing of Public Health Services #154123-0

Issue, Description & Background Consider approval of Amendment #10 to the Oregon Health Authority 2017-2019 IGA 154123-0 with Marion County Health Department to operate and contract for the operation of Public Health Services in accordance with the policies, procedures and administrative rules of the OHA. OHA shall disburse the financial assistance award in monthly installments unless otherwise specified.

Financial Impacts: Amendment #10 to the 2017-2019 IGA for the Financing of Public Health Services adds \$2,731,486 to the current funding. Additional funding for the 2017-2019 biennium will follow in future amendments.

Impacts to Department & External Agencies The Health Department anticipates no impact on other departments.

Options for Consideration: 1. Approve Amendment 10 to OHA IGA #154123-0 for the Financing of Public Health Services, 2. Deny approval of Amendment 10 to OHA IGA #154123-0, or 3. Take no action at this time.

Recommendation: The Health Department recommends approval of Amendment 10 to OHA IGA #154123-0 for Financing of Public Health Services

List of attachments: Amendment 10 to OHA IGA #154123-0 for Financing of Public Health Services

Presenter: Pamela A Hutchinson, Division Director

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Dwight D Bowles dbowles@co.marion.or.us



Contract Review Sheet

Contract #: HE-1571-17 (IGA #154123)

Person Sending: Dwight D Bowles Department: Health

Contact Phone #: 503.361.2795 Date Sent: _____

Contract Amendment# 10 Lease IGA MOU Grant (attach approved grant award transmittal form)

Title: 2017-2019 IGA for the Financing of Public Health Services

Contractor's Name: Oregon Health Authority (OHA)

Term - Date From: Jul 1, 2017 Expires: Jun 30, 2019

Contract Total: \$2,717,679.00 Amendment Amount: \$2,731,486.00 New Contract Total: \$5,449,175.00

Source Selection Method: _____ # _____

Additional Considerations (check all that apply)

- Board Order# _____
- Incoming Funds
- Independent Contractor (LECS) approval date: _____
- Insurance Waiver (attach)
- CIP# _____ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

Description of Services or Grant Award:

Amendment #10 to the 2017-2019 IGA for the Financing of Public Health Services is amended and restated and the agreement shall become effective on July 1, 2018 regardless of the date of signature.

Total IGA funding for the Biennium is now \$5,449,165.00.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts _____ Date _____ Risk Manager _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

Date _____ To be filed Added to master list

Returned to _____ Department for _____ signatures

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 #154123

AMENDMENT #10

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

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

This Agreement, as originally adopted effective July 1, 2017, 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 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:

AGREEMENT

1. Effective Date and Duration. This Amended and Restated Agreement shall become effective on July 1, 2018 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A Definitions

Exhibit B Program Element Descriptions

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

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

MARION COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By:  _____
Name: Cary Moller
Title: Administrator
Date: 4.15.18

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 8, 2018, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

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

Agreement #154123-10

Oregon Health Authority
2017-2019 Intergovernmental Agreement
for the Financing of Public Health Services

MARION COUNTY SIGNATURE

MARION COUNTY BOARD OF COMMISSIONERS

Chair Date

Commissioner Date

Commissioner Date

 6/12/18 ✓
Pamela A. Hutchinson, Division Director Date

Fund Verification Service Code: Various

Account: Various

 6/11/18
Jeremiah Elliot, Sr. Administrative Svcs Mgr Date

APPROVED AS TO FORM:

Chief Administrative Officer Date

Marion County Legal Counsel Date

Marion County Contracts and Procurement Date

**EXHIBIT A
DEFINITIONS**

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

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

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

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

2018-2019 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 01</u> State Support for Public Health (SSPH)	GF	n/a	n/a	N	N
<u>PE 03</u> Tuberculosis Services	GF/FF	CDC/TB Prevention and Control	93.116	N	Y
<u>PE 07</u> HIV Prevention Services	GF/FF	CDC/Integrating HIV Surveillance and Prevention Work	93.940	N	Y
<u>PE 10</u> Sexually Transmitted Disease (STD)	GF/FF	CDC/Preventative Health Services Sexually Transmitted Diseases Control Grants	93.977	N	Y
<u>PE 12</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 13</u> Tobacco Prevention and Education Program (TPEP)	OF			N	N
<u>PE 40</u> Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Services	GF/FF	Agriculture/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 41</u> Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y	Y

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

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 42</u> Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778	Y	Y
<u>PE 43</u> Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 50</u> Safe Drinking Water (SDW) Program	FF	EPA/Safe Drinking Water State Revolving Fund, State Public Water System Supervision	66.468 66.432	N	N
<u>PE 51</u> Public Health Modernization: Regional Partnership Implementation	GF	n/a	n/a	N	N

18. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
19. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions” Section 3.
20. **“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.
21. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

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

1. **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, 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 Oregon Administrative Rule 333-018-0015.

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	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
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 activities in accordance with the following 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 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.
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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
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 #03: Tuberculosis Services

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 under this 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 the resistance of 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.

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 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. **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.
- f. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
- g. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the 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.

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- i. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
 - j. **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.
 - k. **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>.
 - l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - m. **Medical Evaluation:** A complete Medical Examination of an individual for 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.
 - n. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
 - o. **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. **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:

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

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	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
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
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 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 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. **TB Case Management Services.** LPHA’s TB Case Management Services must include the following minimum components:

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

- (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).
- c. 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.
- d. 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.
- e. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

- f. 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.** 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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
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 “TB Disease Case Report Form” and ORPHEUS for this purpose. After a Case of TB disease has concluded treatment, case completion information must be sent to OHA’s TB Program utilizing the “TB Disease Case Report Form” and ORPHEUS 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, **93.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be Evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **88.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #07: HIV Prevention Services

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 HIV Prevention Services.

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work. There are also new tools to prevent HIV, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also significantly reduces chances of transmitting the virus further. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

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 HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client's name and contact information is not known at the time of an HIV test such as during use of a home HIV test.
- b. **Confidential HIV Test:** The circumstance by which an individual client's name and contact information is known at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- c. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
- retention or re-engagement in care and treatment;
 - other medical and social services;
 - risk screening; interventions focusing on treatment adherence, risk reduction or disclosure;
 - interventions for HIV- discordant couples;
 - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- d. **HIV Outbreak:** The occurrence of an increase in cases of HIV 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.
- e. **HIV Screening:** Implementation of a HIV Testing Strategy.
- f. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.
- g. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- h. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.

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- i. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

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	Population Health	Access to Clinical Preventive Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
HIV Testing	X				*	X	X	X	X			
Prevention with Positives/Linkages to Care	X				*				X			
Condom Distribution	*	X						X				
Syringe 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. Engage in activities as described in its local program plan, which has been approved by OHA.
- b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- c. HIV Prevention Services. LPHA’s HIV Prevention Program must include the following minimum components:

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- (1)** Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:

 - (a)** Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, for HIV in clinical and non-clinical settings following guidance outlined in “Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers” which can be found at:
https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
 - (b)** Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
 - (c)** Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
 - (d)** Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
 - (e)** Use an OHA approved HIV Test Request Form which is available from the Oregon State Public Health Laboratory for each testing event funded in whole, or part, by the HIV Prevention Program.
 - (f)** Use Confidential HIV Testing for complete data collection, no HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test.
 - (g)** Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.
 - (h)** Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.
- (2)** Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:

 - (a)** Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
 - (b)** Provide linkage to medical care, treatment, and prevention services for PLWH.
 - (c)** Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
 - (d)** Re-engage PLWH who are currently not in care into medical care.
 - (e)** Support retention in medical care, treatment, and prevention services for PLWH.
 - (f)** Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
 - (g)** Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.

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- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
 - (a) Increase awareness of and expand access to PrEP including medication adherence.
 - (b) Promote consumer knowledge, access, and use of PrEP including referrals into or the provision of PrEP navigation services.
 - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to Preexposure Prophylaxis for Prevention of HIV Infection in the United States – 2014 Clinical Practice Guidelines: <https://www.cdc.gov/hiv/pdf/guidelines/PrEPguidelines2014.pdf>)
- (4) Conduct community-level HIV prevention activities as follows:
 - (a) Distribute condoms to populations engaging in high risk behaviors.
 - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>
 - (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.
 - (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
 - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however purchase of syringes (needles) and naloxone is not allowable with these funds. (<https://www.cdc.gov/hiv/risk/ssps.html>)
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
 - (a) sHIVer Security Policies and Procedures (February 14, 2016 version) and sHIVer Assurance of Confidentiality (February 14, 2016 version) located at:

<http://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Pages/forms.aspx> .

- (b) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. (<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>)
 - (c) Centers for Disease Control and Prevention. Rules of Behavior for Non-CDC Data Systems. (<https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-attachment-viii.pdf>)
 - (d) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
 - (e) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.
- (6) Use of financial awards for HIV Prevention Program activities include:
- (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (b) Collaborative work with other agencies furthering HIV prevention work.
 - (c) Advertising and promotion of activities.
 - (d) Travel costs.
 - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - (f) Purchase and/or production of program materials.
 - (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
 - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
 - (i) Paperwork, meetings, and preparation related to conducting programs.
 - (j) Supervision, data collection and review and quality assurance activities.
 - (k) Participation in planning, task force and other workgroups.

- (7) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community based organization for delivery of services. LPHA must ensure each Subcontractor is adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
- (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. **Reporting Requirements.**

- a. LPHA and Subcontractors must enter, into the relevant database(s), all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. LPHA must provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the Subcontractor’s program plan. This report is due within 30 days after the close of each calendar quarter.
- c. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.

7. **Performance Measures.**

Not Applicable

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

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 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. Reducing rates of gonorrhea and early syphilis are a priority in order to protect the population from communicable disease and are included in the State Health Improvement Plan located at: (<http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx>)

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 Sexually Transmitted Diseases (STD) Client Services.**

- a. **Reportable STDs:** A Reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: 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. **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	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
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
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.

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.

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- b. 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.
- c. As required by applicable law, LPHA must provide STD Client Services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG> ; and,
 - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433.
 - (4) "Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines" which can be found at: <https://www.cdc.gov/std/treatment/>
- d. 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.** If LPHA is awarded funds under this Program Element, 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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

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 Program (PHEP)

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 Public Health Emergency Preparedness Program (PHEP).

The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities. Emergency preparedness 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.¹

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 Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**

- a. **Access and Functional Needs:** Means those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting, in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability-related needs of individuals who have disabilities as defined by the ADA Amendments Act of 2008, P.L. 110-325, and those associated with them.²
- b. **Base Plan:** A plan that is maintained by Local Public Health Authority, 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.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Preparedness Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.³
- 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 service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local 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 systems, plans and procedures to prepare Oregon 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 health care coalition (HCC) as 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. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
 - 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.⁵
 - l. Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
 - m. Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁶
 - n. 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.
 - o. Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
- 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,¹ (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	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
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
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 local PHEP work plan, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Work Plan). The Local PHEP Work Plan Template is set forth in Attachment 1, incorporated herein with this reference.
- b. Use funds for this Program Element in accordance with its local PHEP budget, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Budget) The format for this budget is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.

- (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 shall not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the Local PHEP Plan Work Plan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved Local PHEP 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 Preparedness Capabilities in accordance with an approved local PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.

c. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:

- (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
- (3) Participation in a minimum of 75% of the regional or local HCC meetings.⁷
- (4) Participation in the Statewide MCM Dispensing and Distribution full scale exercises and planning at the local level.¹⁰
- (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. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, ^{9, 18, 21} as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.

- (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.^{1, 14} 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.¹²
- d. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by August 15 each year or applicable Due Date based on CDC requirements.^{1, 8}
- e. **PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives with timelines and include:
 - (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities.
 - (2) Local public health leadership reviews and approves local PHEP work plans in support of any of the CDC Public Health Preparedness Capabilities.
 - (3) Planning in support of any of the CDC Public Health Preparedness Capabilities.
 - (4) Training and Education in support of any of the CDC Public Health Preparedness Capabilities.
 - (5) Exercises in support of any of the CDC Public Health Preparedness Capabilities.
 - (6) Planning will include Access and Functional Needs populations.
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the CDC Public Health Preparedness Capabilities.
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- f. **Emergency Preparedness Program PHEP Work Plan Performance:** LPHA must complete activities in their HSPR approved local PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace PHEP 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.^{9, 15, 16}
 - (2) 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.^{1, 2, 15, 16}

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- (3) 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 911 system in this process, but the eleven-digit telephone number of the local 911 operators shall be available for callers from outside the locality.^{1, 2, 15, 16}
- (4) 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.
- (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.¹³
- (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.

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.^{1, 2, 15}
- (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 for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.¹³
 - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, 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.
 - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before September 1, an updated MYTEP.^{1, 7, 8, 10, 15} The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
 - (a) 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.
 - (b) Identify a cycle of exercises that increase in complexity over a two-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. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify, under this requirement the exercise or incident must:

i. **Exercise:**

LPHA must:

- Submits to HSPR Liaison an exercise plan which includes scope, goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of every exercise.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Result in an After-Action Report (AAR)/Improvement Plan (IP) submitted to HSPR Liaison within 60 days for every exercise.

ii. **Incident:**

During an incident LPHA must:

- Submit the local response documentation or Incident Action Plan (IAP) describing LPHA role within incident response.¹³
- Submit an After-Action Report (AAR)/Improvement Plan (IP) to HSPR Liaison within 60 days of incident close or public health response ends.

- (4) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement,¹ as appropriate.

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- (5) 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 Preparedness Capabilities,¹³ the Public Health Accreditation Board, and the National Incident Management System.⁵ 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 staff¹⁷ 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 for all local public health staff with emergency response roles which demonstrate NIMS compliance.¹¹
- k. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan. At a minimum, LPHA must establish and maintain:
 - (1) Base Plan. The Base Plan reviewed and revised every two years^{22, 25} in coordination with the local emergency management agency schedule.
 - (2) Medical Countermeasure Dispensing and Distribution (MCMDD) plan^{1, 8, 10, 15, 19, 20, 25}
 - (3) Continuity of operations plan (COOP).^{1, 4, 15}
 - (4) Communications and Information Plan¹⁶
 - (5) All plans shall address, as appropriate, the CDC Public Health Preparedness Capabilities based on the local identified hazards.
 - (6) Plans are functional and operational by June 30, 2022.^{8, 10, 24}
 - (7) All LPHA emergency procedures shall comply with the NIMS.^{5, 23}
 - (8) The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12-month period). All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in the budget report form under the Capital Equipment tab.

6. Reporting Requirements.

- a. PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP Work Plan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP Work Plan may only be made with HSPR agreement and approval. Proposed PHEP Work Plan will be due on or before August 1. Final approved PHEP Work Plan will be due on or before September 1.
- b. Mid-year and end of year PHEP Work Plan reviews.** LPHA must complete PHEP Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- c. Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison. This Agreement will be integrated into the Triennial Review Process.
- d.** LPHA shall annually submit a Multi-Year Training and Exercise Plan (MYTEP) to HSPR Liaison on or before September 1, an updated MYTEP.
- e.** LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of each exercise.
- f.** LPHA shall submit to HSPR Liaison a local approved Incident Action Plan or local response documentation, before the start of the second operational period to OHA HSPR Liaison.
- g.** LPHA shall submit to HSPR Liaison an after-action report/improvement plan or documented lessons learned for every exercise hosting or participating in within 60 days after the completion of the exercise.
- h.** LPHA shall submit to HSPR Liaison an after-action report/improvement plan for every incident response within 60 days after completion of incident or end of public health response.

- 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.³

ATTACHMENT 1

**Local PHEP Work Plan Template Instructions and Guidance
Oregon HSPR Public Health Emergency Preparedness
Program**

For grant cycle: July 1, 2018 – June 30, 2019

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan (PHEP Work Plan) will be due on or before September 1.

REVIEW PROCESS

Your approved PHEP Work Plan will be reviewed with your PHEP liaison by February 15 and August 15.

GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN

Refer to PE-12 section 4.e for more information.

WORKPLAN CATEGORIES

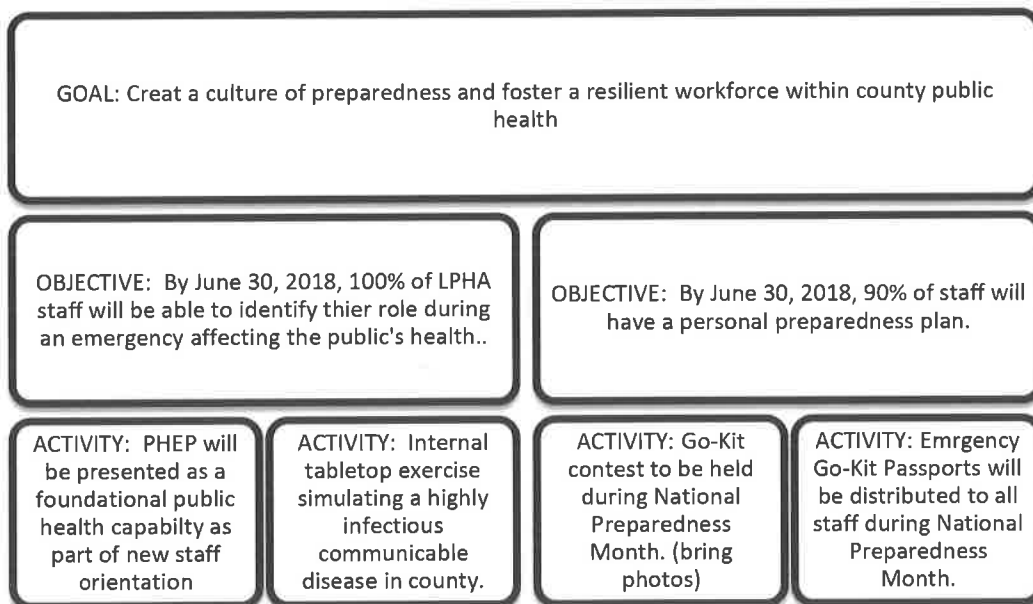
CDC Capability: Identify which CDC capability your program goals will address.

PROGRAM GOALS: Establish at least three broad program goals that address gaps and guide work plan activities. Goals are big picture outcomes you want to achieve from your workplan activities and must support a CDC Capability.

OBJECTIVES: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year. Objectives support goals. They are what you plan to accomplish.

ACTIVITIES: Activities are how you plan to accomplish your goals.

Example of Goals, Objectives, and Activities



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

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DRILLS and EXERCISES: List all drills and exercises you plan to conduct and identify annual exercises in accordance with your two-year training and exercise plan attachment and as required in section 4.i of the PE-12 contract.

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

PARTNER COLLABORATION: List all meetings regularly attended and/or led by public health preparedness program staff and any special collaborations you will be conducting this year.

COMMUNITY EDUCATION AND MEDIA OUTREACH: List any activities you plan conduct that that enhance community preparedness or resiliency including community events, public presentations, and social or traditional media campaigns.

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

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

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

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

NOTES: For additional explanation.

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PHEP Work Plan Template

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

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

Goal	Objectives	Planned Activities	Date Completed	Progress / Actual Outcome	Notes
3	<p>This is an example By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</p>	<p>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</p>	9/15/2018	20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2018.	Identified staff completed 700 and 800 series training online prior to December class.
		December 15, 2018, first classroom training.	12/15/2018		
		July 18, 2018, second classroom training.	3/18/2019	Five management staff completed IS-200 on March 18, 2019.	
		July 12, 2018, third classroom training.	5/12/2019	Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2019.	
		PHEP coordinator will update all training records by July 25, 2018.	6/15/2019	Trainings records updated on June 15, 2019	

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3, 4, 6, 7, 8, 9, 11, 12 and 13	This is an example By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. Goal 1.	PHEP coordinator will work with management staff to determine staff training expectations by job classification.	9/1/2018	Met with management staff on September 1, 2018.	
	By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.	PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.	10/29/2018	Met with Emergency Management and other partners to develop TEP on 8/17/18. Sent TEP to Liaison on 9/01/18.	
	PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.	PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.	9/15/2018	Presentation developed and gave to staff on 9/15/18	
	Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.	PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.	9/15/2018	82% of the staff responded to quiz. 73% did demonstrate retained knowledge on the expectations for the organization and the individual.	
			2/17/2019		
Unplanned Training and Education					

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

Attachment 2
Local PHEP Program Budget Template

Preparedness Program Annual Budget			
_____ County			
July 1, 201 - June 30, 201			
			Total
PERSONNEL		Subtotal	\$0
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for ___ County PHEP activities.			
			0
			0
			0
Fringe Benefits @ ()% of describe rate or method			0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs:			
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)		\$0	\$0

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CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0
<i>Contract with () Company for \$____, for (____) services.</i> <i>Contract with () Company for \$____, for (____) services.</i> <i>Contract with () Company for \$____, for (____) services.</i>			
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: 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			

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Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201 - December 31, 201)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> The budget total should reflect the total amount in the most recent Notice of Grant Award. The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

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Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201 - June 30, 201)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> The budget total should reflect the total amount in the most recent Notice of Grant Award. The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

**Public Health Emergency Preparedness
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for each year with a unit acquisition cost of \$5,000 or more.

Equipment Location:
Completed by:
Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

* in accordance with 45 CFR 74.37 or 45 CFR 92.5
Please return the completed form to your Regional Liaison by August 31 of each year.
Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

Attachment 3 Bibliography

1. Public Health Modernization Manual, Oregon Health Authority, Public Health Division, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, September 2017, pages 58-62
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17. Leadership and organizational competencies, Oregon Revised Statute §431.136, 2015.
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Program Element #13: Tobacco Prevention and Education Program (TPEP)

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

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

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**Attachment 1
Budget**

This a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$200,813. For 7/1/18-6/30/19 the estimated award is \$199,900.

Please complete the following Line Item Budget for: OHA TPEP PE13 for 2017-19 Biennium (07/01/17-06/30/19)

Identify only funds requested under the OHA TPEP PE13 RFA.

Please call your Community Programs Liaison with questions related to this form.

Agency:		MARION COUNTY				
Fiscal Contact:		Jennifer Hartung				
E-mail address:		jhartung@co.marion.or.us				
Phone Number:		503-361-2620	Fax Number:		503-364-6552	
Budget Categories	Description					Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary
	1	Health Educator 3	\$58,634	100.00%	24	117,268.00
	2	Health Educator 2	\$46,368	80.00%	24	74,188.80
	3	Health Educator 2	\$37,161	10.00%	24	7,432.20
	4	Program Supervisor	\$70,881	10.00%	24	14,176.20
	TOTAL SALARY					\$213,065.20
	Narrative:					
						\$213,065
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe
	1	117,268.00		61.40%	=	72,008.00
	2	74,188.80		68.94%	=	51,142.40
	3	7,432.20		77.80%	=	5,782.40
	4	14,176.20		58.99%	=	8,362.20
	TOTAL FRINGE					\$137,295.00
						\$137,295
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer)					\$1,800
	Narrative: Cell Phone, printer supplies, copier charges, data connections					
						\$1,800
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$1,650
						\$1,650
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.					
		In state	Out Of State		Subtotal	
	Narrative:	The county leases a vehicle for the program and \$1,300 is the annual cost. Mileage costs are for outreach and training in our community.				
	Per Diem:				\$500	
	Hotel:				\$2,000	
	Air fare:				\$1,500	
	Reg. fees:				\$1,500	
	Other:				\$1,600	
	Mileage:	3738	X	0.535	per mile	\$2,000
						\$9,100
(6) Other	Please list.					
	Educational Supplies					\$1,700
	Consult/Training Supplies					\$2,900
	Print and postage					\$2,700
	Signage					\$610
						\$0
						\$7,910
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.					
	Contracts must be pre-approved by liaison					\$0
						\$0
						\$0
(8) Total Direct Costs	(Sum of 1 through 7)					\$370,820
(9) Cost Allocation and Indirect Rate	Indirect @		8.06%	\$29,893		\$29,893
(10) TOTALS						\$400,713

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services

Description of Program Element. 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 Special Supplemental Nutrition Program for Women, Infants and Children services (“WIC Services”), Farm Direct Nutrition Program services (“FDNP Services”), and Breastfeeding Peer Counseling Program services (“BFPC Services”).

The services described in Sections B. and C. of this Program Element, are ancillary to basic WIC Services described in Section A. of this Agreement. In order to participate in the services described in Sections B. or C., LPHA must be delivering basic WIC Services as described in Section A. The requirements for WIC Services also apply to services described in Sections B and C.

A. General (“WIC”) Services

1. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
2. **Definitions Specific to WIC Services**
 - a. **Applicants:** Pregnant women, Breastfeeding Women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - b. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
 - c. **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.
 - d. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
 - e. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women , infants and children who have received Supplemental Foods or Food Instruments food benefits during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
 - f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.
 - g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
 - h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.

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- i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as “eWIC”.
- j. **Health Services:** Ongoing, routine pediatric, women’s health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual’s personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- m. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- o. **Participants:** Pregnant women, Breastfeeding Women, Postpartum Women, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of participating Breastfeeding Women.
- p. **Postpartum Women:** Women up to six months after termination of a pregnancy.
- q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- r. **TWIST:** The WIC Information System Tracker which is OHA’s statewide automated management information system used by state and local agencies for:
 - (1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;
 - (2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;
 - (3) Compilation and analysis of WIC Services data including Participant and vendor information; and
 - (4) Oversight and assurance of WIC Services integrity
- s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.

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- t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA, and located at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>

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	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>											
WIC Services: Nutrition Education		*		X X	X	X	X	X		X	
WIC Services: Breastfeeding Education and Support		*		X X	X	X	X	X		X	
WIC Services: Referrals and Access to Care		X		X *		X	X				
WIC Services: Provision of Supplemental Foods		X		X *		X					
FDNP Services		X		X *		X					
BFPC Services		*		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:

- (1) Two-year-old vaccination rates
- (2) Adults who smoke cigarettes
- (3) Dental visits among children 0-5 years

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. All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. 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. Staffing Requirements and Staff Qualifications.

- (1) LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement). A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
- (2) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master ADA; or is an Oregon Licensed Dietitian (LD).

b. General WIC Services Requirements.

- (1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User

Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.

- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for Participants certified for greater than 6 months, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Education Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutritional Education Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutritional Education Plan prior to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.
- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.
- (9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246,

Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

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, by the 25th of the month following the end of the fiscal year quarter.
6. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:
 - a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
 - b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
 - c. Biannual payroll verification forms, completed in January and July, for all staff, funded in whole or in part, by funds provided under this Agreement.
 - d. Annual WIC budget projection for the following state fiscal year.
 - e. Nutrition Education Plan.
7. **Performance Measures.**
 - a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
 - b. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

B. Farm Direct Nutrition Program (FDNP) Services.

1. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to women, infants, and children who are nutritionally at risk and who are Participants. FDNP Services are also intended to expand the awareness, use of and sales at local Farmers Markets and Farm Stands. FDNP Participants receive checks that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.
2. **Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:
 - a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
 - b. **Farmers Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - c. **Farmers Market Season or Season:** June 1 – October 31.
 - d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.

- e. **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
 - f. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant women, Breastfeeding Women, non-Breastfeeding Postpartum Women, infants 4 months of age or older and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.
3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (1) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.
 - (3) **Security:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.
 - (4) **Check Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
 - (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the OHA FDNP Coordinator.
 - (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be

conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

4. **Reporting Requirements.** The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

C. Breastfeeding Peer Counseling (BFPC) Services

1. **General Description of BFPC Services.** The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals primarily through an LPHA Peer Counselor, during non-traditional work hours at specific intervals, to pregnant and Breastfeeding Women who are Participants community of the BFPC Program.

2. **Definitions Specific to BFPC Services.**

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section C. shall have the meanings assigned below, unless the context requires otherwise:

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO Executive Committee December 2004, and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to a Peer Counselor.
- e. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants and participate in the BFPC program.
- f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

3. **Procedural and Operational Requirements of the BFPC Services.** All BFPC 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:

- a. **Staffing Requirements and Staff Qualifications.**

- (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling

Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.

- (2) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

b. General BFPC Service Requirements

- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
- (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
- (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
- (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
- (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
- (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

- a. LPHA must serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
- b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

- a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

Program Element #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the RH Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>
3. **Procedural and Operational Requirements.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

- (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)
 - (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.
Citation 42 CFR 59.15
 - b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).
 - c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.
Citation OAR 855-043-0700 to 855-043-0750.
 - d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)
 - e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual www.healthoregon.org/rhmanual** (Section A1)
 - f. **Data Collection.**
 - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - (2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 6 of this Agreement, LPHA shall submit to OHA the following written reports:
 - a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
 - b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.
5. **Program Income.**
 - a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.
Citation 42 CFR 59.5(a)(7) and (8)

- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
 - c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C
- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
- a.** LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects.
 - b.** LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c.** In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d.** LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e.** LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f.** LPHA must assure that all requirements of this Program Element are met.

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

1. **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 Services Block Grant Program (Title V) to provide the following services:

- a. Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (MCAH Services);
- b. Oregon Mothers Care (OMC) Services;
- c. Maternity Case Management (MCM) Services; and
- d. Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

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.

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 Maternal, Child and Adolescent Health (MCAH) Services.**

a. **Definitions Specific to MCAH Preventive Health Services.**

- (1) **MCAH Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds:** Title V and state general funds that can be used for any MCAH Service within the scope of the limitations in Section 4 of this Program Element.

b. **Definitions Specific to OMC Services.**

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 provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

c. **Definitions Specific to MCM Services.**

- (1) **Maternity Case Management (MCM):** A component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- (2) **Care Plan, Case Management, and Prenatal/Perinatal Care Provider:** Have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.

d. **Definitions Specific to Babies First! and Nurse Family Partnership (B1st!/NFP) Services.**

B1st!/NFP Services: The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are

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delivered or directed by public health nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.

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	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<i>(Component 1)</i> Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”)	*			X	X	X	X	X	X	X	X	
<i>(Component 2)</i> Oregon Mothers Care (OMC) Services	*			X	X		X	X	X		X	
<i>(Component 3)</i> Maternity Case Management (MCM) Services	*			X	X		X	X	X		X	
<i>(Component 4)</i> Babies First! (B1st!) and/or Nurse Family Partnership (NFP)	*			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) **Administration.** LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this 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)].
- (3) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA must implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
- (4) **Funding Limitations.** Funds awarded under this Agreement for this Program Element must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **Title V Funds.** Title V funds shall not be used as match for any federal funding source. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities. The following items are listed in the Exhibit C, Financial Assistance Award and have the following limitations:
 - i. **MCAH Title V CAH Funds:** A minimum of thirty percent (30%) of the total funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - ii. **MCAH Title V CAH:** Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.

- iii. MCAH Title V Flexible Funds: The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - iv. MCAH Title V CAH: Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.
 - v. MCAH Oregon Mother's Care Title V: Funds must be used for implementing Subsection 4.c. below.
 - vi. MCAH Title V CAH: Funds may also be used for Subsection (4)(b) below, for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection i. and ii. above and b.(2) below.
- (b) **MCAH Perinatal General Funds and Title XIX**: Funds must be used for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
- (c) **MCAH CAH General Funds and Title XIX**: Funds must be used for public health services for infants, children and adolescents.
- (d) **MCAH Babies First! General Funds**. Funds are limited to expenditures for those services.
- b. **MCAH Services**. All MCAH 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 submit a annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at <https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx> for OHA approval. The Title V Plan shall include:
 - (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of the Title V annual plan;
 - (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.
 - (2) LPHA must provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Services administered by OHA include, but may not be limited to the following:
 - (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local public health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and national Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities

- ii. National Title V Priorities as defined across six population domains: Maternal/Women’s health, Perinatal/Infant Health, Child Health , Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Life Course.
 - iii. Oregon’s State Title V Performance Measures
 - iv. Oregon’s evidence-based/informed Title V strategic measures
 - (b) State MCAH Perinatal, Child and Adolescent Health General Fund funded work may be related to state-identified Title V Priorities, or address the following:
 - i. Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman’s health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - ii. Perinatal health services such as Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - iii. Infant and child health services such as B1st! and NFP Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
 - (c) LPHA may provide other MCAH Services identified through the annual plan or local public health assessment, and approved by OHA.
- c. **OMC Services Procedural and Operational Requirements.** 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 or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women referred to LPHA by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA 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 185% or less of the federal poverty level ("FPL") for an individual or family.
 - (6) LPHA must make available to all low-income pregnant women within the county assistance in applying for OHP coverage.
 - (7) LPHA must make available to all low-income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
 - (8) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
 - (9) Except as specified below, LPHA must deliver directly all OMC Services supported in whole or in part with financial assistance provided under this Agreement for this Program Element. With the prior written approval of OHA, LPHA may Subcontract with one or more providers for the delivery of OMC Services.
- d. **MCM Services Procedural and Operational Requirements.** For those clients not enrolled in a CCO, all MCM Services provided with funds under this Agreement for this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a Subcontract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 4.a. of this Program Element
- e. **Babies First! and Nurse Family Partnership Services Procedural and Operational Requirements.** All B1st!/NFP 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.** LPHA must designate a staff member as its B1st!/NFP Coordinator

(2) Home Visits.

- (a)** B1st!/NFP Services must be delivered by or under the direction of a PHN. B1st! 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. A PHN must establish and support a care plan and must, at a minimum, complete assessments and screenings for children at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
- i.** An assessment of the child's growth.
 - ii.** A developmental screening.
 - iii.** A hearing, vision and dental screening.
 - iv.** An assessment of perinatal depression and anxiety.
 - v.** An assessment of parent/child interactions.
 - vi.** An assessment of environmental learning opportunities and safety.
 - vii.** An assessment of the child's immunization status.
 - viii.** Referral for medical and other care when assessments indicate that care is needed.
- (b)** Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement)
- (c)** B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

- (3) Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Services arranged through Subcontract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.

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, by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. Reporting Requirements.

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

(1) Title V Funds

A report on the prior year annual plan must be submitted by September 30 of every year.

(2) State Perinatal and Child General Funds

If LHA provides direct client services using these funds:

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

b. **Reporting Obligations and Periodic Reporting Requirements for OMC Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose.

c. **Reporting Obligations and Periodic Reporting Requirements for MCM Services.** In addition to the reporting obligations set forth in Exhibit E, Section 6 "Reporting Requirements" of this Agreement, LPHA must collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:

- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
- (2) The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- (3) If LPHA pays providers for services with MCAH funds, LPHA must include client data from those providers.
- (4) Client data must include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- (5) All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

- d. **Reporting Obligations and Periodic Reporting Requirements for Babies First! and Nurse Family Partnership (B1st!/NFP) Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st/NFP Services:
- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays providers for services, LPHA must include client data from those Providers.
 - (2) Client data reports must include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - (3) All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

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

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.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

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

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by Centers for Disease Control and Prevention (CDC) to improve clinic immunization rates and practices.
- c. **Billable Doses or Billable Vaccines:** 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. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **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.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **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.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- j. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- k. **Forecast(ing):** Determining vaccines due for an individual, based on immunization history and age.
- l. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- m. **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.
- n. **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.
- o. **Service Area:** Geographic areas in Oregon served by immunization providers.
- p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. **Vaccine Eligibility:** An individual's eligibility for State-Supplied Vaccine/IG based on insurance coverage for immunization.
- t. **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.
- u. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

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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	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
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Vaccines for Children Program Enrollment				*		X						X
Oregon Vaccine Stewardship Statute				*	X							
Vaccine Management				*								X
Billable Vaccine/IG 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:**

Percent of Vaccines for Children clinics that participate in the AFIX 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 Vaccine/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) LPHA must administer vaccines 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/20120011oha-phdrrs.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 AFIX 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 AFIX participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote AFIX 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:
- j. <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>
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.

i. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (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 <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
- (4) 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 this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.

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.

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- 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 4.1.(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 AFIX 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

**Billing Health Plans in Public Clinics
Standards**

Purpose: To standardize and assist in improving immunization billing practice

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

Guiding Principles / Assumptions:

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

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

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

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

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

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

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

Tier One

The LHD:

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

Tier Two

In addition to all Tier 1 activities, the LHD:

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

Tier Three

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

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

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

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

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

⁴ Insured clients should be assigned a Vaccine Eligibility code of B or L

Program Element #50: Safe Drinking Water 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 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 LPHA to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within LPHA's jurisdiction.

b. The 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. LPHA is responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

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 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 LPHA 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. LPHA reviews sanitary defects identified and approves corrective action schedules.
- g. **Level 2 Coliform Investigation:** An investigation conducted by LPHA 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. **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

- n. **Priority Non-Complier (PNC):** Water systems with system scores of 11 points or more.
 - o. **Professional Engineer (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
 - p. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
 - q. **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.
 - r. **Safe Drinking Water Information System (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
 - s. **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.
 - t. **Transient Non-Community Water Systems (TNC):** A public water system that serves a transient population of 25 or more persons.
 - u. **USEPA or EPA:** United States Environmental Protection Agency.
 - v. **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.
 - w. **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. **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:

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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	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
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
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, LPHA agrees to conduct activities in accordance with the following requirements:

a. **General Requirements.** LPHA 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 LPHA under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. **Required Services:**

- (1) **Emergency Response:** LPHA must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHA must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) **Independent Enforcement Actions:** LPHA 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. LPHA 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:** LPHA 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. LPHA 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:** LPHA must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHA must respond to water system complaints received as appropriate or as requested by DWS.
- (5) **Investigation of Water Quality Alerts:** LPHA 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), LPHA 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. LPHA must submit a Contact Report to DWS within 2 business day of the alert date.

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- (b) For all other alerts, LPHA 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. LPHA 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, LPHA 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: LPHA must conduct a survey of each CWS within LPHA's jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within LPHA's jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on DWS provided forms 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): LPHA 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) LPHA 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't be returned to compliance within three more months, LPHA 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. LPHA 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, LPHA must prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA 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, LPHA must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, LPHA 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: LPHA 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, LPHA must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.

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- (b) If any deficiencies are not corrected by the specified timeline, LPHA must follow up with a failure to take corrective action letter.
 - (c) For priority deficiencies LPHA must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. LPHA must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected LPHA 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, LPHA 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, LPHA must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. LPHA must document all contacts and verifications and submit documentation to the DWS. LPHA must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA must notify DWS when all corrections are complete and submit the notice within 30 days.
- (12) Resolution of Monitoring and Reporting Violations:
- (a) LPHA 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: LPHA 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. LPHA must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, LPHA 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	

	CWS	NTNC	TNC	Non-EPA
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) LPHA must develop and maintain staff expertise necessary to carry out the services described herein.
- (2) LPHA 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) LPHA 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. 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 by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. Reporting Requirements.

a. Documentation of Field Activities and Water System Contacts. LPHA 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. LPHA 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 LPHA's 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.** LPHA must give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.

7. **Performance Measures.** LPHA 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 LPHA's 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 LPHA to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHA to foster uniformity of statewide services. DWS agrees to provide the following services to LPHA. In support of local program services, DWS will:

- a. Distribute drinking water program and technical information on a monthly basis to LPHA.
- b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

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- d.** Provide LPHA 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 LPHA.
 - (3)** Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a LPHA 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 LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
- f.** Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
- g.** Refer to LPHA all routine inquiries or requests for assistance received from public water system operators for which LPHA is responsible.
- h.** Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i.** Prepare other actions against water systems as requested by LPHA and as agreed by OHA.

Program Element #51: Public Health Modernization: Regional Partnership Implementation

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: Regional Partnership Implementation.

- a. **Establish 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 new approaches for providing public health services.** Participate in learning communities and ongoing evaluation. Share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment⁵ 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. LPHA must use funds provided through this Program Element to establish 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.

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 Public Health Modernization: Regional Partnership Implementation.**

- 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:** 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.

⁵ 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf.

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- 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. **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 Metrics and Process Measures (if applicable) as follows:

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 Health preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Establish a Regional Partnership	X				X		X		X		
Implement communicable disease control strategies	X					X	X	X	X	X	X
Demonstrate new approaches for providing public health services	X				X		X		X		X

b. **Public Health Accountability Outcome Metrics:**

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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:

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Public Health Modernization Regional Work Plan, which has been approved by OHA and as set forth in Attachment 1, incorporated herein with this reference.
- c. Use funds for this Program Element in accordance with its Regional Program Budget, which has been approved by OHA and as set forth in Attachment 2, incorporated herein with this reference. Modification to the Regional Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Develop Regional Infrastructure through formation of a Regional Partnership of LPHA and other partners.
 - (1) Maintain a Regional Partnership leadership team list for communication with OHA.
 - (2) Use a formal Regional Governance structure for decision-making, resource allocation and implementation of approved regional work plan for LPHA and partners participating in the Regional Partnership.
 - (3) Ensure the Regional Partnership is staffed at the appropriate level to address all sections in this Program Element and to fulfill work plan objectives and activities.
 - (4) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.

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- e. 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 organizations as strategic partners to control communicable disease transmission.
 - (2) Develop and implement a system for identification and control of communicable disease with strategic partners.
 - (3) Use established best practices whenever possible.
 - (4) Establish 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.
 - (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 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 system for communications with strategic partners about disease transmission.
 - (9) Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
 - (10) Complete an assessment of the region's capacity to apply a health equity lens to communicable disease control programs and services and to provide culturally responsive communicable disease control programs and services.
 - (11) Complete an action plan that addresses key findings from the regional health equity assessment for communicable disease control.
 - f. Implement and use a performance management system to monitor achievement of work plan activities, deliverables and milestones.
 - g. Participate in quarterly calls with OHA to discuss progress toward regional work plan activities, deliverables and milestones.
 - h. Ensure members of the Regional Partnership leadership team participate in the planning of and attend two in person collaborative learning opportunities and other remote collaborative learning opportunities.
 - i. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.
 - j. Seek opportunities to share information about Regional Partnership strategies for communicable disease control and reducing health disparities with outside organizations.
5. **General Budget 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, by the 25th of the month following the end of the fiscal year quarter.

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6. Reporting Requirements.

- a. Have on file with OHA an approved Regional Work Plan no later than four weeks after initial funding is received.
- b. Submit quarterly Regional Work Plan progress reports using the timeline and format prescribed by OHA.
- c. Submit to OHA the following deliverables, in the timeframe specified:
 - (1) A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by March 31, 2018
 - (2) Regional Partnership organizational chart by March 31, 2018
 - (3) Regional health equity assessment and action plan by December 31, 2018
 - (4) 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, 2019

7. Performance Measures.

If Regional Partnership completes fewer than 75% of the planned activities in its approved work plan for two consecutive calendar quarters in one state fiscal year, LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

**Attachment 1
Regional Work Plan**

Instructions:

Use this template to document key activities, timelines, staffing, and anticipated outcomes or deliverables. Proposers may include activities related to developing and sustaining the regional partnership in addition to activities related to communicable disease control and reducing health disparities. Work plan should include a comprehensive performance management plan to ensure objectives are being met.

Public Health Modernization Work Plan				
Lead Fiscal Agent	Marion County Health Department (MCHD)			
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)			
SMART objective(s)	By 6/30/2019 provide the deliverables required by OHA RFP# 4461			
Target region	Marion and Polk County			
Target population	Marion and Polk County Health Department			
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable	
1. Development of at least one policy describing the regional relationship between Marion, Polk and WVCH	1/1/2018-3/31/2018	Pam Hutchinson, Marion Katrina Rothenberger, Polk Marion & Polk Contract dept	Policy developed	
2. Develop organization chart for the regional partnership	1/1/2018-3/31/2018	Pam Hutchinson, Marion Katrina Rothenberger, Polk Carla Bennett, WVCH	Organizational chart developed	
3. Develop mechanism to capture additional leveraged funds that support the work	1/1/2018-2/28/2018	Ryan Matthews, Marion Tami Stump, Polk	Data capture report developed for two-county use	

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4. Share information about the partnership	1/1/2018-6/30/2019	Project Coordinator Leadership Team	Make at least one presentation to groups outside the partnership annually
5. Submit at least two additional products	1/1/2018-6/30/2019	Project Coordinator Dana Finch, Marion Kirk Hillebrand, Polk	Measure strategies outlined in following sections: CD Team Outreach #5 CD Team Coordination #1 & #2

Definitions for use in this document:

SMART Objective - A measurable change in supportive policy, systems or environment that affects healthy behavior. Objective must be are specific, measurable, attainable, realistic and time-limited.

Activities - A list of key events or actions that will be implemented. Key events, if possible, shall be specific, measurable and sufficient in quantity such that their completion will lead to the accomplishment of the objective.

Timeline - The timeframe for which activities will be initiated and completed.

Key Associate – Organization, either funded or unfunded, who will play a significant role in accomplishing the activity.

Lead Staff - Staff member of position with the responsibility for ensuring the completion of the activity.

Measure – How will the activity be measured? Include outcome measures or deliverables.

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Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department		
Strategic Partner(s)	Polk County Health Department Willamette Valley Community Health		
SMART objective(s)	By December 31st 2018: Convene a communicable disease coalition in conjunction with the Early Intervention and Outreach (EOI) grant, to create, implement and monitor work plan to improve health disparities around gonorrhea, Chlamydia, syphilis, HIV, and to increase HPV vaccination rates.		
Target region	Marion and Polk County		
Target population	Residents experiencing health disparities related to gonorrhea, Chlamydia & HPV vaccine		
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Develop coalition charter	1/1/2018-2/28/2018	Leadership Team and Governance Committee	Charter developed
2. Recruit diverse memberships representing populations with disparities	3/31/2018 – 6/30/2019 And On-going	Program Coordinator	Coalition includes at least one organization serving the population with disparities
3. Schedule monthly meetings	4/1/2018- 6/30/2019 And On-going	Program Coordinator	Number of Meeting minutes
4. Engage target populations to explore barriers to prevention and treatment	6/30/2018-10/31/18	Program Coordinator Equity Contractor, CCO	Number of Interviews Number of focus groups Report of findings developed
5. Develop and implement work plan including strategies for communicable disease control and reducing health disparities	3/1/2018-8/31/2018 And On-going	Program Coordinator Coalition Members Leadership Team	Work plan that aligns with health equity action plan is developed
6. Develop & implement communication plan to general public and/or at risk	3/1/2018- 8/31/2018 And on-going	Program Coordinator K Landers, MD, Marion	Implement at least one communication method annually
7. Coalition recommends modifications to the work plan	4/1/2018 – 6/30/2019 And On-going	Program Coordinator, Coalition members	Report of revisions proposed to project leadership team
8. Prepare/distribute annual report	1/1/2019-3/31/2019	Program Coordinator	Summary report posted on LPHA websites and shared with county commissioners

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

Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department		
Strategic Partner(s)	Polk County Health Department Willamette Valley Community Health		
SMART objective(s)	By June 30th 2019 – develop and implement a regional health equity action plan to improve practices and implement policies to reduce communicable disease control-related disparities		
Target region	Marion and Polk County		
Target population	Populations in Marion County and Polk County that carry a disproportionate burden of communicable disease		
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Procure health equity contractor	1/1/2018-3/31/2018	Wendy Zieker, Marion Katrina Rothenberger, Polk	Contract signed
2. Adopt a health equity lens tool	2/1/2018-7/31/2018	Program Coordinator, Coalition, Equity Contractor	Health Equity lens adopted
3. Conduct health equity assessment for Marion-Polk region regarding capacity for culturally responsive disease control programming & services & capacity to apply health equity lens	3/1/2018-7/31/2018	Program Coordinator Carla Bennett, WVCH	Report that summarizes key assessment findings
4. Present assessment findings	8/1/2018-10/31/2018	Program Coordinator	Presentation made in verbal or written form to all three levels of the partnership and to leadership from MCHD, PCHD and WVCH
5. Engage target population in developing action plan that promotes culturally responsive interventions	8/1/2018-12/31/2018	Program Coordinator, Coalition, Carla Bennett, WVCH	Action plan developed
6. Implement action plan	1/1/2019-6/30/2019	Program Coordinator, Coalition, Carla Bennett, WVCH	Implement at least top two action plan priorities

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

Public Health Modernization Work Plan				
Lead Fiscal Agent	Marion County Health Department (MCHD)			
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)			
SMART objective(s)	Increase provider knowledge of best practices for testing and treatment of CT and GC in Marion and Polk Counties by January 31 st 2019			
Target region	Marion and Polk County			
Target population	Providers in Marion and Polk County			
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable	
1. Use Orpheus data to determine top CT and GC diagnosing providers in Marion-Polk region	1/1/2018-4/30/2018	Rachel Posnick, Marion Aryn Walker, Marion	List of providers to target for outreach based on case load	
2. Outreach to top CT and GC diagnosing providers in region	3/1/2018-1/31/2019	K Landers, MD, Marion Program Coordinator	Increased provider knowledge shown by pre and post survey	
3. Add Polk County providers to mailing list for Quarterly Newsletter written by MCHD Health Officer	1/1/2018-3/31/2018	Shawn Perry, Marion Polk Co, Public Health Worker	List of Polk County providers receiving mailing	
4. Hold annual Marion-Polk meeting with Infection Control Practitioners to review reporting requirements, data trends, CDC guidelines, etc.	1/1/2019-3/31/2019	Dana Finch, Marion Kirk Hillebrand, Polk	Agenda and minutes from meeting detailing information presented and attendees	
5. Regional communication plan and materials for other reporting entities (providers, nursing homes, schools, etc)	1/1/2018- 6/30/2019	Program Coordinator K Landers, MD, Marion	Outreach calendar developed Materials distributed to two entity types other than infection control	
		CD staff from Marion & Polk		

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

Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department (MCHD)		
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)		
SMART objective(s)	<ul style="list-style-type: none"> • Increase gonorrhea case and contact finding capacity in Polk County by 12/31/2018 • Increase adequate gonorrhea treatment in Polk County by 6/30/2019 • Maintain or improve rate of adequate gonorrhea treatment in Marion County by 6/30/2019 		
Target region	Marion and Polk County		
Target population	Providers in Marion and Polk County		
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Adopt cross-county policies and procedures to set a regional standard for outreach worker case finding and investigation activities	1/1/2018- 4/30/2018	Project coordinator K Landers, MD, Marion CD staff from Marion & Polk	One policy and/or procedure adopted by each health dept.
2. Train PCHD Staff to MCHD gonorrhea case and contact finding process	3/1/2018-7/31/2018	Project Coordinator Maria Uribe, Marion Maricarmen Gomez, Marion Rachel Posnick, Marion	Polk Outreach Worker trained Training documented Baseline established
3. Determine inadequate treatment baseline for Polk County	1/1/2018-4/30/2018		
4. Train & provide technical assistance to PCHD Staff re	1/1/2018- 4/30/2018	Dana Finch, Marion	Written Polk County policy about gonorrhea case audit
Marion County gonorrhea case adequate treatment audit process			process with staff signatures documenting knowledge of process
5. Implement gonorrhea case adequate treatment audit process in Polk County	1/1/2018- 7/31/2018	Kirk Hillebrand, Polk Public Health Worker, Polk	Completed monthly audit tracking sheet
6. Review, revise, implement MCHD inadequate treatment response procedure in both counties	1/1/2018-4/30/2018	Dana Finch, Marion Kirk Hillebrand, Polk	Procedure adopted in each county
7. Continue to track and respond to inadequate treatment through ongoing monitoring in Marion and Polk	1/1/2018- 6/30/2019 And On-going	Kirk Hillebrand, Polk Public Health Worker, Polk Dana Finch, Marion	Completed inadequate treatment tracking sheet and data reports quarterly

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

Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department (MCHD)		
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)		
SMART objective(s)	Improve HPV vaccine administration rates among VFC providers in Marion and Polk Counties above the baseline by 6/30/2019.		
Target region	Marion and Polk Counties		
Target population	VFC providers and HPV eligible clients, ages 9-18.		
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
Obtain baseline data from OHA Immunization Program	1/1/18-6/30/18	Diana Dickey MCHD Immunization Staff Polk Co. Immunization Staff	Baseline established
Assessment of current practices	1/1/18-6/30/18	Diana Dickey MCHD Immunization Staff Polk Co. Immunization Staff	Completed assessment
Develop strategies based on assessment results	7/1/18-8/31/18	Diana Dickey MCHD Immunization Staff Polk Co. Immunization Staff	Strategies developed
Implement one or more identified strategies	9/1/18-6/30/19	Diana Dickey MCHD Immunization Staff Polk Co. Immunization Staff	# of strategies implemented

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

Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department (MCHD)		
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)		
SMART objective(s)	<ul style="list-style-type: none"> Marion and Polk Counties will hire the Program Coordinator and Outreach Specialist by March 1, 2018. By June 30, 2019, Marion County will train Polk County in the CD Model utilizing nursing staff, paraprofessionals, and epidemiologists. By June 30, 2019, Marion and Polk Counties will engage in learning opportunities as required by the Oregon Health Authority. 		
Target region	Marion and Polk County		
Target population	Marion and Polk County health department staff and WVCH staff		
Activity	Timeline (start-end dates) Lead Staff and Key Associate(s) Outcome Measure or Deliverable		
1. Marion County will recruit for Program Coordinator position.	1/1/2018-2/28/2018	Wendy Zieker, Marion	Staff hired and on boarded by 3/1/18
2. Polk County will recruit for the Public Health Worker position.	1/1/2018-2/28/2018	Katrina Rothenberger, Polk Jacqueline Beal, CHN Supervisor, Polk	Staff hired and on boarded by 3/1/18
3. Marion County will hold at least 1-2 meetings with Polk County to offer technical assistance in CD Team structure and operations.	3/1/2018 – 5/31/2018	Wendy Zieker, Marion Jacqueline Beal, CHN Supervisor, Polk	Polk County will implement the new CD Team model
4. Marion, Polk and WVCH Leadership team members (3) will attend required in-person trainings and webinars	1/1/2018-6/30/2019	Pam Hutchinson, Marion Katrina Rothenberger, Polk Carla Bennett, WVCH	Gain knowledge and understanding of best practices in public health modernization
5. The Leadership team will also serve as the change management team and discuss change planning, communication, and implementation at each leadership meeting.	1/1/2018-6/30/2019	Wendy Zieker, Marion Jacqueline Beal, CHN Supervisor, Polk Vacant, Program Coordinator Leadership Team	Develop and implement the change management plan

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

Public Health Modernization Work Plan			
Lead Fiscal Agent	Marion County Health Department (MCHD)		
Strategic Partner(s)	Polk County Health Department (PCHD) Willamette Valley Community Health (WVCH)		
SMART objective(s)	<ul style="list-style-type: none"> Develop and implement a performance management system to track achievement of work plan activities, deliverables and milestones to ensure at least 75% of the planned activities are completed each quarter by 3/1/2018 Report on progress toward achieving work plan activities to OHA by 4/2018, 7/2018, 10/2018, 1/2019, 4/2019, and 7/2019 		
Target region	Marion and Polk County		
Target population	Residents of Marion and Polk County		
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable
1. Develop and implement a performance management system for regional work plan activities, deliverables, and milestones	1/1/2018 – 3/1/2018	Aryn Walker, Marion	Performance Management System
2. Develop performance measures to evaluate success of activities	1/2018 – 6/30/2019 And On-going	Aryn Walker, Marion	Performance Measures
3. Track performance measures	1/2018 – 6/30/2019 And On-going	Aryn Walker, Marion	Performance Measures Updated
4. Progress reports to OHA	4/2018, 7/2018, 10/2018, 1/2019, 4/2019, and 7/2019	Aryn Walker, Marion	Summary report of project progress, success, and opportunities for improvement

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

Attachment 2
Local Program Budget

Note: Award for SFY19 (7/1/2018 to 6/30/2019) is \$292,571

Please complete the following Line Item Budget for: **18-Month Budget for Public Health Modernization (1/1/18-6/30/19)**

Identify only funds requested under Public Health Modernization. List any applicable in-kind or matching funds provided by the fiscal agent and/or strategic partners.

Fiscal Agent:	Marion County Health Department				
Fiscal Contact:	Ryan Matthews				
E-mail address:	rmatthews@co.marion.or.us				
Phone Number:	503-361-2670	Fax Number:	503-364-6552		

Budget Categories	Description	Total	In-Kind Salary	Matching Salary																																																																								
(A) Salary	<table border="1"> <thead> <tr> <th>Position #</th> <th>Title of Position</th> <th>Salary (annual)</th> <th>% of time (FTE)</th> <th># of months requested</th> <th>Total Salary</th> </tr> </thead> <tbody> <tr><td>1</td><td>Program Coordinator 1</td><td>\$49,043</td><td>100.00%</td><td>18</td><td>73,565.10</td></tr> <tr><td>2</td><td>Epidemiologist 1</td><td>\$60,848</td><td>20.00%</td><td>18</td><td>18,254.43</td></tr> <tr><td>3</td><td>PH Nurse 2</td><td>\$64,920</td><td>10.00%</td><td>18</td><td>9,738.00</td></tr> <tr><td>4</td><td>Public Health Officer</td><td>\$178,568</td><td>1.00%</td><td>18</td><td>2,678.53</td></tr> <tr><td>5</td><td>PH Division Director</td><td>\$115,521</td><td>1.00%</td><td>18</td><td>1,732.82</td></tr> <tr><td>6</td><td>PH Nurse Manager</td><td>\$73,887</td><td>5.00%</td><td>18</td><td>5,541.53</td></tr> <tr><td>7</td><td>Department Specialist 3</td><td>\$48,954</td><td>5.00%</td><td>18</td><td>3,671.55</td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="5">TOTAL SALARY</td> <td>\$115,181.89</td> </tr> </tbody> </table>	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	1	Program Coordinator 1	\$49,043	100.00%	18	73,565.10	2	Epidemiologist 1	\$60,848	20.00%	18	18,254.43	3	PH Nurse 2	\$64,920	10.00%	18	9,738.00	4	Public Health Officer	\$178,568	1.00%	18	2,678.53	5	PH Division Director	\$115,521	1.00%	18	1,732.82	6	PH Nurse Manager	\$73,887	5.00%	18	5,541.53	7	Department Specialist 3	\$48,954	5.00%	18	3,671.55	8						9						10						TOTAL SALARY					\$115,181.89	\$115,182	\$0.00	\$0.00
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	<p><i>Narrative:</i> The Outreach Specialist position will perform Communicable Disease outreach support for Polk County. The Program Coordinator will provide a similar role for Marion County, in addition to coordinating the project and performing all reporting requirements. The Public Health Officers will be made available for 10 total hours to provide trainings and account for travel time. The remaining staff will provide oversight and support for the project and attend meetings with partners.</p>																																																																											
(B) Fringe Benefits	<table border="1"> <thead> <tr> <th>Position #</th> <th>Total Salary</th> <th>Base % Applicable</th> <th>%</th> <th>=</th> <th>Total Fringe</th> </tr> </thead> <tbody> <tr><td>1</td><td>73,565.10</td><td></td><td>66.40%</td><td>=</td><td>48,847.23</td></tr> <tr><td>2</td><td>18,254.43</td><td></td><td>61.06%</td><td>=</td><td>11,146.15</td></tr> <tr><td>3</td><td>9,738.00</td><td></td><td>58.65%</td><td>=</td><td>5,711.10</td></tr> <tr><td>4</td><td>2,678.53</td><td></td><td>44.85%</td><td>=</td><td>1,201.20</td></tr> <tr><td>5</td><td>1,732.82</td><td></td><td>49.82%</td><td>=</td><td>863.33</td></tr> <tr><td>6</td><td>5,541.53</td><td></td><td>58.03%</td><td>=</td><td>3,215.75</td></tr> <tr><td>7</td><td>3,671.55</td><td></td><td>87.84%</td><td>=</td><td>2,490.78</td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="5">TOTAL FRINGE</td> <td>\$73,475.53</td> </tr> </tbody> </table>	Position #	Total Salary	Base % Applicable	%	=	Total Fringe	1	73,565.10		66.40%	=	48,847.23	2	18,254.43		61.06%	=	11,146.15	3	9,738.00		58.65%	=	5,711.10	4	2,678.53		44.85%	=	1,201.20	5	1,732.82		49.82%	=	863.33	6	5,541.53		58.03%	=	3,215.75	7	3,671.55		87.84%	=	2,490.78	8						9						10						TOTAL FRINGE					\$73,475.53	\$73,476	\$0.00	\$0.00
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(C) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).	\$4,000	\$0	\$0																																																																								
	TOTAL EQUIPMENT	\$4,000	\$0	\$0																																																																								
	<i>Narrative:</i> Computer and work station for Program Coordinator 1.																																																																											
(D) Supplies	Do not list. These items include supplies for meetings, general office supplies i.e. paper, pens, computer disks, highlighters, binders, folders, etc.	\$300	\$0	\$0																																																																								
(E) Travel	This covers in state, out of state, and travel to all required trainings.																																																																											
	<table border="1"> <thead> <tr> <th></th> <th>In State</th> <th>Out Of State</th> <th>Subtotal</th> </tr> </thead> <tbody> <tr> <td><i>Narrative:</i> These members of the leadership team will be reimbursed to the fee in person trainings. One from Marion and one from WACCI. Fuel mileage is listed in the subcontract fee.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Per Diem</td> <td>0</td> <td></td> <td>\$0</td> </tr> <tr> <td>Fuel</td> <td>0</td> <td></td> <td>\$0</td> </tr> <tr> <td>Air fare</td> <td>0</td> <td></td> <td>\$0</td> </tr> <tr> <td>Reg. fees</td> <td>0</td> <td></td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>0</td> <td></td> <td>\$0</td> </tr> <tr> <td>Mileage</td> <td>Miles: 480</td> <td>X 0.546</td> <td>per mile</td> </tr> <tr> <td colspan="4">TOTAL TRAVEL</td> <td>\$245</td> </tr> </tbody> </table>		In State	Out Of State	Subtotal	<i>Narrative:</i> These members of the leadership team will be reimbursed to the fee in person trainings. One from Marion and one from WACCI. Fuel mileage is listed in the subcontract fee.				Per Diem	0		\$0	Fuel	0		\$0	Air fare	0		\$0	Reg. fees	0		\$0	Other	0		\$0	Mileage	Miles: 480	X 0.546	per mile	TOTAL TRAVEL				\$245	\$245	\$0	\$0																																			
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(F) Other	Please list.																																																																											
	Food for Meetings / Meals	\$1,800	\$0	\$0																																																																								
	HPV Marketing Plan (Public Service Announcements, Billboards)	\$10,000	\$0	\$0																																																																								
	Incentives for Local Community Based Organizations	\$20,000	\$0	\$0																																																																								
			\$0	\$0																																																																								
			\$0	\$0																																																																								
	TOTAL OTHER	\$31,800	\$0	\$0																																																																								
(G) Contractual:	List total of all subcontracts and all contractual costs. Include a separate budget worksheet for each subcontractor.																																																																											
	Polk County	\$155,431	\$0	\$0																																																																								
	Health Equity Assessment Contractor + training of local health system	\$47,165	\$0	\$0																																																																								
	TOTAL CONTRACTUAL	\$202,596	\$0	\$0																																																																								
(H) Total Direct Charges	(Sum of A through G)	\$427,598	\$0	\$0																																																																								
(I) Indirect	Indirect @	Cost Allocation	\$35,640	\$0																																																																								
(J) TOTALS	(Sum of H & I). Should equal Public Health Modernization Award Request.	\$463,238	\$0	\$0																																																																								

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

Please complete the following Line Item Budget for: **18-Month Budget for Public Health Modernization (1/1/18-6/30/19)**
 Identify only funds requested under Public Health Modernization. List any applicable in-kind or matching funds provided by the fiscal agent and/or strategic partners.

Fiscal Agent: Polk County Public Health	
Fiscal Contact: Tamr Stump	
E-mail address: stump.tami@co.polk.or.us	
Phone Number: 503-623-9289	Fax Number:

Budget Categories	Description	Total	In-Kind Salary	Matching Salary																																																																																																
(A) Salary	<table border="1"> <thead> <tr> <th>Position #</th> <th>Title of Position</th> <th>Salary (annual)</th> <th>% of time (FTE)</th> <th># of months requested</th> <th>Total Salary</th> <th>In-Kind Salary</th> <th>Matching Salary</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Public Health Worker</td> <td>\$39,820</td> <td>100.00%</td> <td>18</td> <td>\$9,730.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>2</td> <td>PH Administrator</td> <td>\$89,856</td> <td>1.00%</td> <td>18</td> <td>1,212.84</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>3</td> <td>Community Hth Nurse Sup</td> <td>\$71,856</td> <td>5.00%</td> <td>18</td> <td>5,389.20</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5">TOTAL SALARY</td> <td>\$66,332.04</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </tbody> </table>	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	In-Kind Salary	Matching Salary	1	Public Health Worker	\$39,820	100.00%	18	\$9,730.00	0.00	0.00	2	PH Administrator	\$89,856	1.00%	18	1,212.84	0.00	0.00	3	Community Hth Nurse Sup	\$71,856	5.00%	18	5,389.20	0.00	0.00	4								5								6								7								8								9								10								TOTAL SALARY					\$66,332.04	\$0.00	\$0.00	\$66,332	\$0.00	\$0.00
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Narrative: The Public Health Worker position will perform Community-wide disease outbreak support for Polk County. The remaining staff will provide oversight and support for the project and attend meetings with partners.																																																																																																				
(B) Fringe Benefits	<table border="1"> <thead> <tr> <th>Position #</th> <th>Total Salary</th> <th>Base of Applicable</th> <th>%</th> <th>=</th> <th>Total Fringe</th> <th>In-Kind Fringe</th> <th>Matching Fringe</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$9,730.00</td> <td></td> <td>85.83%</td> <td>=</td> <td>\$1,296.28</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>1,212.84</td> <td></td> <td>50.00%</td> <td>=</td> <td>606.42</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>5,389.20</td> <td></td> <td>68.93%</td> <td>=</td> <td>3,714.78</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> <td>=</td> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td colspan="5">TOTAL FRINGE</td> <td>\$55,887.48</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </tbody> </table>	Position #	Total Salary	Base of Applicable	%	=	Total Fringe	In-Kind Fringe	Matching Fringe	1	\$9,730.00		85.83%	=	\$1,296.28			2	1,212.84		50.00%	=	606.42			3	5,389.20		68.93%	=	3,714.78			4				=	0.00			5				=	0.00			6				=	0.00			7				=	0.00			8				=	0.00			9				=	0.00			10				=	0.00			TOTAL FRINGE					\$55,887.48	\$0.00	\$0.00	\$55,887	\$0.00	\$0.00
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TOTAL FRINGE					\$55,887.48	\$0.00	\$0.00																																																																																													
(C) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer)	\$4,900	\$0	\$0																																																																																																
TOTAL EQUIPMENT					\$4,900	\$0	\$0																																																																																													
Narrative: Computer and work station for Public Health Worker. Cost phase at \$50/month for Public Health Worker																																																																																																				
(D) Supplies	Do not list. These items include supplies for meetings, general office supplies i.e. paper, pens, computer disks.	\$50	\$0	\$0																																																																																																
(E) Travel	This covers in-state, out-of-state, and travel to all required trainings.																																																																																																			
Narrative: The Public Health Worker will travel approximately 150 miles per month. Other members of the leadership team will be supported for travel for the two in-person trainings.																																																																																																				
In state																																																																																																				
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Subtotal																																																																																																				
In-Kind Travel																																																																																																				
Matching Travel																																																																																																				
TOTAL TRAVEL					\$1,499	\$0	\$0																																																																																													
(F) Other	Please list.																																																																																																			
TOTAL OTHER					\$0	\$0	\$0																																																																																													
(G) Contractual	List total of all subcontracts and all contractual costs. Include a separate budget worksheet for each subcontractor.	\$0	\$0	\$0																																																																																																
TOTAL CONTRACTUAL					\$0	\$0	\$0																																																																																													
(H) Total Direct Charges	(Sum of A through G)	\$128,369	\$0	\$0																																																																																																
(I) Indirect	Indirect @ Cost Allocation	\$27,062	\$0	\$0																																																																																																
(J) TOTALS	(Sum of H & I). Should equal Public Health Modernization Award Request.	\$155,431	\$0	\$0																																																																																																

Budget narrative

Marion County Personnel Expenses

Program Coordinator 1 (Marion): 1.0 FTE at \$49,043/year. The fringe rate for this position is 66.4% totaling \$122,412.33 in personnel costs for salary, health insurance and PERS for the 18 month period. The Project Coordinator 1 will be hired by Marion County and responsible for coordination of the CD Coalition, reporting requirements, participating in training and calls/meetings/webinars as required by the funder, tracking outcomes, and recruiting, convening and staffing the communicable disease coalition, and staffing the Leadership Team. In staffing the Leadership Team, this position will help to facilitate on-going conversations about other opportunities for cross-jurisdictional sharing to improve the effectiveness and efficiency of public health efforts in Marion and Polk Counties. This position will be covered by grant funds. The recruitment process will take approximately two months with the expectation that they will be hired and report for work by March 1, 2018.

Epidemiologist 1 (Marion): .2FTE at \$60,848/year. The fringe rate for this position is 61.06% totaling \$29,400.58 in personnel costs for salary, health insurance and PERS for the 18 month period. The epidemiologists are current positions at Marion County Health Departments that will be supporting Polk County data collection, analysis and outcomes reporting. Grant funds will allow for this position to spend 20% of their time supporting Polk County. A code will be issued to the staff to document time on their timecard. Their other responsibilities will decrease to provide support to Polk County. Funds from this grant will not be used to supplant current work.

Public Health Nurse 2 (Marion): 10%FTE at \$64,920/year. The fringe rate for this position is 58.65% totaling \$15,449.10 in personnel costs for salary, health insurance and PERS for the 18 month period. The Public Health Nurse 2 will work on outreach to provider offices with low HPV Immunization rates and offer technical assistance to improve rates. Grant funds will allow for this position to spend 10% of their time supporting Marion and Polk Counties. A code will be issued to the staff to document time on their timecard.

Public Health Officer (Marion): .01FTE at 178,568/year. The fringe rate for this position is 44.85% totaling \$3,879.73 in personnel costs for salary, health insurance and PERS. The Health Officer will provide presentations to healthcare providers seeing many cases, and/or not providing adequate treatment, or with low HPV immunization rates.

Public Health Division Director (Marion): .01FTE at \$115,521/year. The fringe rate for this position is 49.82% totaling \$2,596.14 in personnel costs for salary, health insurance and PERS. The PH Division Director in Marion County will participate on governance and leadership committees, attend learning communities, and webinars.

Public Health Nurse Manager (Marion): .05 FTE at \$73,887/year. The fringe rate for this position is 58.03% totaling \$8,757.08 in personnel costs for salary, health insurance and PERS. The PH Nurse Manager will participate on the leadership committees, participate in in-person or conference call/webinar learning opportunities, serve on the CD coalition and supervise the new position, Program Coordinator 1.

Department Specialist 3 (Marion): .05 FTE at \$48,954/year. The fringe rate for this position is 67.84% totaling \$6,162.30 in personnel costs for salary, health insurance and PERS. The Department Specialist will staff the monthly coalition meetings, prepare and distribute minutes and assist with meeting logistics.

Equipment, Supplies and Travel Expenses

Equipment: The Program Coordinator need work stations at \$4,000. Total Equipment cost \$4,000.

Supplies: Office supplies needed to support the work of this program include, but are not limited to pens, folders, copy paper, binders, staples, notebooks. These office supplies will be used to make folders and agendas for the Communicable Disease Coalition meetings. Binders will be made for all assigned staff and will include all relevant policies/procedures, training logs, and supportive documents. Copy paper will be used for agendas, minutes and educational materials. Total Supplies: \$300.

Travel: Two members of the leadership team will be reimbursed for mileage to the two in-person trainings. One from Marion and one person from Willamette Valley Community Health CCO. Total travel costs: \$245.

Other Expenses

Food for Meetings: \$1800 or \$100/meeting for 1 meeting/month for the Communicable Disease Coalition.

Marketing Plan: This will include public service announcements, billboard and other paid media to increase knowledge and awareness about the burden of gonorrhea, chlamydia and HPV and to improve immunization rates. Total marketing costs: \$10,000.

Incentives for Local Community Based Organizations & Tribal Partners: This fund is to incentivize local community based organizations to participate in coalition work. Engaging non-traditional partners in chlamydia and gonorrhea prevention will be key to slowing the spread of disease. These partners include, organizations serving homeless youth, correctional medical providers, organizations serving people of color, and tribal partners. Total incentives: \$20,000.

Postage: Newsletters will be mailed quarterly to healthcare providers in Marion and Polk Counties. Total Postage: \$200.

Cost Allocation

The indirect rate is charged in accordance to County policy. Information Technology, Human Resources, Risk Management and other central services averages \$18,000 per FTE per year in Marion County.

Expenditure Reporting and Monitoring

Marion County will monitor monthly expenditures and compare them to budget estimates. This will include review by Budget Analyst and the Public Health Nurse Manager for the project. The Financial Management System for Marion County will segregate all grant expenditures to keep clean from other services provided by the Department. Staff will code their time on this project using their time sheets and purchases will be coded and approved by a supervisor before being charged to this grant.

Sub-Contract

Health Equity Assessment Contractor and Training of Local Health System Providers: Marion and Polk Counties do not currently possess the capability to carry out an equity assessment. We will need to subcontract this work utilizing county approved procurement procedures. Willamette Valley Community Health will be the key partner in this work and potentially contribute matching funds. Total Health Equity: \$47,165.

Sub-Contract to Polk County

Personnel

Public Health Worker (Polk): 1.0 FTE at \$39,820/year. The fringe rate for this position is 85.83% totaling \$110,995.00 in personnel costs for salary, health insurance and PERS for the 18 month period. The PH Worker II will be hired by Polk County and support the Polk County Communicable Disease team through conducting field investigations to reach high-risk and high disparity populations who may experience barriers to office visits and phone communications. To facilitate outreach to Latinos, this staff person will be bilingual in Spanish. The salary cost includes a 5% bilingual pay incentive. This position will be covered by grant funds. The recruitment process will take approximately two months with the expectation that they will be hired and report for work by March 1, 2018.

Public Health Administrator (Polk): .01 FTE at \$80,856/year. The fringe rate for this position is 50.00% totaling \$606.42 in personnel costs for salary, health insurance and PERS. The PH Administrator in Polk County will participate on governance and leadership committees, attend learning communities, and webinars.

Community Health Nurse Supervisor (Polk): .05 FTE at \$71,856/year. The fringe rate for this position is 68.93% totaling \$9,103.73 in personnel costs for salary, health insurance and PERS. This position is currently vacant and will be hired prior to January, 2018. Funds from this grant will only support 5% of this position. The Supervisor will participate on the leadership committees, participate in in-person or conference call/webinar learning opportunities, serve on the CD coalition, and supervise the PH Worker II.

Equipment, Supplies and Travel Expenses

Equipment: The PH Worker will need work stations at \$4,000. Cell phone: \$50/month. For the PH Worker II to carry out in the field conducting investigations and for safety purposes. Total Equipment cost \$4,900.

Supplies: Office supplies needed to support the work of this program include, but are not limited to pens, folders, copy paper, binders, staples, notebooks. Total Supplies: \$50.

Travel: A Polk County member of the leadership team will be reimbursed for mileage to the two in-person trainings. The PH Worker II will travel approximately 150 miles per month and reimbursed at .565 per mile. Total travel costs: \$1,499.

Cost Allocation

In Polk County, rent is allocated based on square footage and employees. Information Services is allocated based on connections, administration and management services are allocated based on FTE.

Expenditure Reporting and Monitoring

Polk County will monitor monthly expenditures and compare them to budget estimates. Staff will code their time on this project using their time sheets and purchases will be coded and approved by a supervisor before being charged to this grant. In Polk County, staff will be issued a new budget code and track time on their time study. The time study will be reviewed monthly by the Community Health Nurse Supervisor.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

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

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

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4	
1) Grantee Name: Marion County Health Department		2) Issue Date July 01, 2018		This Action INITIAL FY 2019
Street: 3180 Center St. NE, Suite 2100 City: Salem State: OR Zip Code: 97301		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	399,831		399,831	
PE03 Tuberculosis Case Management	22,645		22,645	
PE07 HIV Prevention Services	106,877		106,877	
PE12 Public Health Emergency Preparedness and Response (PHEP)	144,963		144,963	
PE13 Tobacco Prevention and Education Prgram (TPEP)	199,898		199,898	
PE40-01 WIC NSA: July - September	251,556		251,556	
PE40-02 WIC NSA: October - June	754,669		754,669	
PE40-03 BFPC: July - September	26,418		26,418	
PE40-04 BFPC: October - June	79,254		79,254	
PE40-05 Farmer's Market	4,025		4,025	
PE41 Reproductive Health Program	25,379		25,379	
PE42-01 MCAH Title V CAH	38,119		38,119	
PE42-02 MCAH Title V Flexible Funds	88,944		88,944	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,884		11,884	
PE42-04 MCAH Babies First! General Funds	37,968		37,968	
PE42-05 MCAH Oregon Mothers Care Title V	7,580		7,580	
PE42-06 MCAH General Funds & Title XIX	22,296		22,296	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	97,728		97,728	

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

State of Oregon Oregon Health Authority Public Health Division				Page 2 of 4
1) Grantee Name: Marion County Health Department		2) Issue Date July 01, 2018	This Action INITIAL FY 2019	
Street: 3180 Center St. NE, Suite 2100 City: Salem State: OR Zip Code: 97301		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE50	Safe Drinking Water (SDW) Program (Vendors)	118,881		118,881
PE51	Public Health Modernization Implementation	292,571		292,571

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 4	
1) Grantee Name: Marion County Health Department Street: 3180 Center St. NE, Suite 2100 City: Salem State: OR Zip Code: 97301		2) Issue Date July 01, 2018	This Action INITIAL FY 2019
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
5) Foot Notes:	2,731,486	0	2,731,486
PE40-01 1	Award for July - September should be spent by 9/30/18		
PE40-02 1	Award for October - June should be spent by 6/30/19		
PE40-03 1	Award for July - September to be spent by 9/30/18		
PE40-04 1	Award October - June to be spent by 6/30/19		
PE40-05 1	Award is one-time funding to be spent by 11/30/18		
PE41 1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 1	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award must be spent by the end of June 30, 2019		
6) Comments:			
PE51	Total budget for 12/1/2017 to 6/30/2019 (19 months) is \$463,238		
PE40-02	Nutrition Ed of \$150,934, BF of \$27,589 to be spent by 6/30/19		
PE07	\$32,976 must be spent by 12/31/18		
PE03	\$4,144 must be spent by 12/31/18		
PE40-01	Nutrition Ed of \$50,311 & BF of \$9,196 to be spent by 9/30/18		
PE50	\$10,699 must be spent from 7/1/18 to 9/30/18. \$32,098 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)		

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

State of Oregon Oregon Health Authority Public Health Division			Page 4 of 4
1) Grantee Name: Marion County Health Department Street: 3180 Center St. NE, Suite 2100 City: Salem State: OR Zip Code: 97301	2) Issue Date July 01, 2018	This Action INITIAL FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
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

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

OREGON HEALTH AUTHORITY
 PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
 EMAIL TO: OHA-PHD.Expend&RevReport@state.or.us

Agency: [Enter your agency name]
 Program: [Enter the Program Element Number and Title]
 Fiscal Year: July 1, [start year] to June 30, [end year]

REVENUE	BREAKDOWN BY FISCAL YEAR QUARTER															
	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date	
	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	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
A. PROGRAM INCOME/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																
B. 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	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.

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 200.615)

PREPARED BY: _____ PHONE: _____ AUTHORIZED AGENT SIGNATURE: _____ DATE: _____

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

OREGON HEALTH AUTHORITY
 PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
 EMAIL TO: OHA-PHD.Expend&RevReport@state.or.us

Agency: [Enter your agency name]

Program: [Enter the Program Element Number and Title]

Fiscal Year: July 1, [start year] to June 30, [end year]

OTHER SERVICES & SUPPLIES EXPENDITURES FORM

OTHER SERVICES & SUPPLIES EXPENDITURES	BREAKDOWN BY FISCAL YEAR QUARTER											
	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	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												
TOTAL OTHER S&S EXPENDITURES**	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Form Number 23-152 Other S&S Expenditures

*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.

Revised January 2018

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

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:	<u>OHA-PHD.Expend&RevReport@state.or.us</u>
WHEN TO SUBMIT:	Reports for grants are due 25 days following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and 50 days after the 12-month period (8/25) in each fiscal year. Any expenditure reports due and not received by the 25th could delay payments until reports have been received from the payee for the reporting period.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form.

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 LPHA Revenue or Non-OHA/PHD Revenue.
LPHA Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, LPHA Revenue column, Lines 1 through 4, for each quarter. LPHA program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total LPHA 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 LPHA 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 LPHA or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	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.

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

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. <i>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).</i>
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 LPHA 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 REIMBURSABLE 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.
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: <ul style="list-style-type: none"> • 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.

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 "Grant Award" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
 - f. **Item 6 "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 "Grant Award" 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 Responsibilities.** LPHA shall assume the following enforcement functions:
 - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
 - c. OHA Responsibilities.** OHA shall:
 - (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. **HIPAA Compliance.** The health care component of OHA described in OAR 943-014-0015(1) is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504 as applicable. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.

- a. **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

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

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

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

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

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

c. Recovery of Financial Assistance.

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

(2) **Recovery of Underexpenditure.**

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

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

(3) **Recovery of Misexpenditure.**

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

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

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

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

- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 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 and Misexpenditures.

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

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **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.
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, no later than the 25 calendar days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 calendar days following the end of the fourth quarter (or 12 month period) the following reports:

A 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. 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.

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- 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.

**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 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

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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 have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its Subcontractors(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all Subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 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: Marion County, Health Department
Dwight Bowles
3180 Center Street NE, Room 2100
Salem, Oregon 97301-4532
Telephone: (503) 361-2795 Facsimile: (503) 364-6552
Email: dbowles@co.marion.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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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

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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.

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.

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

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

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

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all 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.

- 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 2017-2019 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

PE03: Tuberculosis Case Management					
Funding Information Table					
Federal Award Identification Number (FAIN):	5NU52PS004708	TBD	General Fund		
Federal Award Date:	12/19/2017	TBD			
Performance Period:	06/01/18-12/31/18	01/01/19-06/30/19	07/01/18-06/30/19		
Federal Awarding Agency:	CDC	CDC	State		
CFDA Number:	93.116	93.116	N/A		
CFDA Name:	TB Control & Elimination	TB Control & Elimination	N/A		
Total Federal Award:	634585	TBD	141250		
Project Description:	TB Case Mgmt	TB Case Mgmt	TB Case Mgmt		
Awarding Official:		TBD			
Indirect Cost Rate:	16.41%	TBD	N/A		
Research and Development (Y/N):	No	No	No		
PCA:	53012	Tbd	53328		
INDEX:	50403	50403	53328		
Agency/Contractor	DUNS	Amount	Amount	Amount	Total FY 2019
Marion	50973718	\$4,144	\$4,143	\$14,358	\$22,645

PE07: HIV Prevention Services					
Funding Information Table					
Federal Award Identification Number (FAIN):	6NU62PS924543	TBD	General Fund		
Federal Award Date:	12/13/2017	TBD			
Performance Period:	07/01/18-12/31/19	01/01/19-06/30/19	07/01/18-06/30/19		
Federal Awarding Agency:	CDC	CDC	State		
CFDA Number:	93.94	93.94	N/A		
CFDA Name:	Integrating HIV	Integrating HIV	N/A		
Total Federal Award:	2500170	TBD	555585		
Project Description:	HIV Prevention Services	HIV Prevention Services	HIV Prevention Services		
Awarding Official:					
Indirect Cost Rate:	16.41%		N/A		
Research and Development (Y/N):	No	No	No		
PCA:	53294	TBD	53313		
INDEX:	50403	50403	50403		
Agency/Contractor	DUNS	Amount	Amount	Amount	Total FY 2019
Marion	50973718	\$32,976	\$32,976	\$40,925	\$106,877

PE12: Public Health Emergency Preparedness and Response (PHEP)		
Funding Information Table		
Federal Award Identification Number (FAIN):		Federal Funds
	Federal Award Date:	TBD
	Performance Period:	07/01/18-06/30/19
	Federal Awarding Agency:	CDC
	CFDA Number:	93.069
	CFDA Name:	Public Health Emergency
	Total Federal Award:	TBD
	Project Description:	Public Health Emergency
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50407
Agency/Contractor	DUNS	Amount
Marion	50973718	\$144,963

PE40-01: WIC NSA: July - September		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/23/2018
	Performance Period:	10/1/18-9/30/19
	Federal Awarding Agency:	USDA
	CFDA Number:	10.557
	CFDA Name:	WIC NSA Grant
	Total Federal Award:	23712609
	Project Description:	Administrative funds
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	52765
	INDEX:	50331
Agency/Contractor	DUNS	Amount
Marion	50973718	\$251,556

PE40-02: WIC NSA: October - June		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/23/2018
	Performance Period:	10/1/18-9/30/19
Federal Awarding Agency:		USDA
	CFDA Number:	10.557
	CFDA Name:	WIC NSA Grant
	Total Federal Award:	23712609
	Project Description:	Administrative funds
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	52765
	INDEX:	50331
Agency/Contractor	DUNS	Amount
Marion	50973718	\$754,669

PE40-03: BFPC: July - September		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/1/2017
	Performance Period:	10/1/16 - 9/30/19
Federal Awarding Agency:		USDA
	CFDA Number:	10.557
	CFDA Name:	WIC Breastfeeding Peer Counseling Grant
	Total Federal Award:	440017
	Project Description:	Breastfeeding Peer Counseling
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	52778
	INDEX:	52618
Agency/Contractor	DUNS	Amount
Marion	50973718	\$26,418

PE40-04: BFPC: October - June		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/1/2017
	Performance Period:	10/1/16 - 9/30/19
Federal Awarding Agency:		USDA
	CFDA Number:	10.557
	CFDA Name:	WIC Breastfeeding Peer Counseling Grant
	Total Federal Award:	440017
	Project Description:	Breastfeeding Peer Counseling
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	TBD
Agency/Contractor	DUNS	Amount
Marion	50973718	\$79,254

PE41: Reproductive Health Program		
Funding Information Table		
Federal Award Identification Number (FAIN):		PA-FPH-18-001
	Federal Award Date:	TBD
	Performance Period:	TBD
Federal Awarding Agency:		DHHS OPA
	CFDA Number:	93.217
	CFDA Name:	Family Planning Services
	Total Federal Award:	TBD
	Project Description:	Reproductive Health
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50333
Agency/Contractor	DUNS	Amount
Marion	50973718	\$25,379

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

PE42-01: MCAH Title V CAH				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52778	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$9,530	\$28,589	\$38,119

PE42-02: MCAH Title V Flexible Funds				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52778	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$22,236	\$66,708	\$88,944

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

PE42-03: MCAH Perinatal General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
Federal Award Date:		10/1/2017		
Performance Period:		10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance		
Total Federal Award:		N/A		
Project Description:		Medicaid Administration		
Awarding Official:		N/A		
Indirect Cost Rate:		N/A		
Research and Development (Y/N):		No		
PCA:		52758	GF Match	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$5,942	\$5,942	\$11,884

PE42-05: MCAH Oregon Mothers Care Title V				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52781	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$1,895	\$5,685	\$7,580

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PE42-06: MCAH General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
Federal Award Date:		10/1/2017		
Performance Period:		10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance		
Total Federal Award:		N/A		
Project Description:		Medicaid Administration		
Awarding Official:		N/A		
Indirect Cost Rate:		N/A		
Research and Development (Y/N):		No		
PCA:		52753	GF	
INDEX:		50336	Match	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$11,148	\$11,148	\$22,296

PE43: Public Health Practice (PHP) - Immunization Services (Vendors)				
Funding Information Table				
Federal Award Identification Number (FAIN):		1805OR5ADM	State Fund Match	
Federal Award Date:		10/1/2017		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		CDC/Medicaid		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance		
Total Federal Award:		2097876		
Project Description:		Immunization Medicaid		
Awarding Official:		N/A		
Indirect Cost Rate:		N/A		
Research and Development (Y/N):		No		
PCA:		TBD		
INDEX:		50404		
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Marion	50973718	\$24,432	\$73,296	\$97,728

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PE50: Safe Drinking Water (SDW) Program (Vendors)						
Funding Information Table						
Federal Award Identification Number (FAIN):	98009017	31218	TBD	General Funds		
Federal Award Date:	9/18/2017	9/15/2017	TBD			
Performance Period:	8/1/2017 - 8/31	10/1/2017 - 9/3	10/1/2018 - 9/30/2019			
Federal Awarding Agency:	EPA	EPA	EPA			
CFDA Number:	66.468	66.432	66.432			
CFDA Name:	Safe Drinking W	State Public Wa	State Public Water			
Total Federal Award:	1930600	2137968	TBD			
Project Description:	Oregon's safe drinking	Public water system	Public water system	Drinking Water Program		
Awarding Official:	Harold Rogers	Harold Rogers	Harold Rogers			
Indirect Cost Rate:	17.45%	17.45%	16.41%			
Research and Development (Y/N):	No	No	No	No		
PCA:	51873	51865	TBD	51283		
INDEX:	50204	50204	TBD	50204		
Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Total FY 2019
Marion	50973718	\$38,042	\$10,699	\$32,098	\$38,042	\$118,881