

Original Number 13-0732

**AMENDMENT TO AGREEMENT**

This AMENDMENT TO AGREEMENT is entered into by and between Washington County, a political subdivision of the State of Oregon, herein "County" and Yamhill County herein "Contractor".

**WITNESSETH**

WHEREAS, on the 1st day of July, 2013 Contractor and County entered into an Agreement, herein "contract" whereby Contractor would perform specified services for the Washington County community and County would fund a portion of said services; and

WHEREAS, pursuant to Section 8, the contract may be amended, provided both parties agree in writing;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained therein, the contract of the 1st day of July, 2013 is amended as follows:

1. Requirement to provide Contractor DUNS (Data Universal Numbering System) number is added.  
Please provide DUNS # here: 038497025
2. CFDA (Catalog of Federal Domestic Assistance) number is added for services provided.
3. Compensation is increased in the amount of \$6,000.
4. Attachment A reflects these changes and is replaced in its entirety by the attached.

-continued-



Sia Lindstrom

Sr. Deputy County Administrator  
for Washington County



Authorized Agency Signature

Mary P. Stern, Chair, Board of Commissioners  
Printed Name and Title

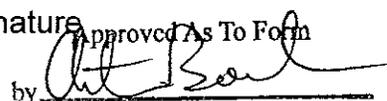
Yamhill County  
Agency

535 NE 5th St, McMinnville, OR 97128  
Address

503-434-7501  
Phone Number

3/27/14  
Date of Signature

approved As To Form



Christian Boenisch  
County Counsel  
Yamhill County

Recording Secretary

4/7/2014  
Date of Execution

B.O.14-172

14 MAY -1 P 3:49

4. Attachment E, the 2013-15 Intergovernmental Agreement Number 142031 between Washington County and OHA for the Financing of Public Health Services, is hereby included and made a part of this contract.
5. All other terms and conditions except as expressly noted herein shall remain as originally written and in full force and effect.

**Attachment A**  
**Statement of Work and Payment Terms**  
**2013-2014**

**PURPOSE:** Yamhill County Public Health (YCPH) has been named to receive funding for the Cities Readiness Initiative (CRI) program which is administered by Washington County. The requirements in this Statement of Work reflect the requirements set by the Oregon Health Authority in the CRI Program Element 02 (PE-02) for Washington County (Coordinating LPHA) and all CRI local health departments (LHD).

**BACKGROUND:** CRI is a nationwide program designed to ready large urban areas for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. This includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

Funding for the CRI program flows from the Centers for Disease Control and Prevention (CDC) to the Oregon Health Authority (OHA) to Washington County. Washington County administers and houses the CRI program and staff. Although housed in Washington County, the CRI staff report to the public health preparedness coordinators, public health administrators and health officers in each of the region's counties.

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

**Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing for all-hazards events including the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.

**2. Definitions Specific to CRI Programs.**

- a. Annual Technical Assistance Review (TAR): The yearly evaluation of an LPHA's CRI Program materials, products, plans, exercises, and activities conducted by a team of federal, state, and local preparedness staff using a worksheet developed by federal and state program partners.
- b. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.
- c. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.
- d. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program

- e. DSNS Drills: A set of eight drills, divided into two suites, developed by the RAND Corporation for the CDC's Division of the Strategic National Stockpile. The first suite consists of three drills that address decision-making processes: a resource allocation game, a distribution tool intended to be used as a tabletop exercise, and a decision-making evaluation tool. The second suite of drills includes staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.
- f. DSNS Local Technical Assistance Review Tool: A worksheet developed by federal and state program partners to evaluate and score local mass dispensing plans and capabilities.
- g. Capability Performance Measure Analysis: An assessment of the difference between prescribed CDC capabilities organized by function and current local capabilities using an evaluation tool developed by the HSPRP.
- h. Homeland Security Exercise and Evaluation Program (HSEEP): The Homeland Security Exercise and Evaluation Program is a capabilities and performance-based program that provides a standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- i. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- j. Mass: A large but non-specific amount or number.
- k. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- l. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- m. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- n. Portland Metro Cities Readiness Initiative Program Area (CRI): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.

- o. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.
- p. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.
- q. Push Partner Registry: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
- r. Public Health Preparedness Capabilities: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.
- s. Strategic National Stockpile (SNS): A CDC program developed to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, and Federal Medical Stations.

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

- a. Non-Supplantation. Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Audit Requirements. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
- c. CRI Coordinator. CRI LPHAs, shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.

4. **General Budget and Expense Reporting.**

- a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel<sup>®</sup> file from the HAN document library at: <https://oregonhealthnetwork.org/default.aspx>. The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:
  - i. Submit a budget to OHA by October 31 of each year using actual award amounts and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year. The budget shall include budgets from each CRI

- LPHA detailing expected costs associated with the CRI program and matching their allocation.
- ii. Coordinating LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31.
  - iii. Coordinating LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1 through June 30. The budget and expense to budget Excel file set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use CRI funds will be identified in this budget report.
- b. The award of funds under this Agreement to the Coordinating LPHA shall include funds to assist in the implementation of the CRI Program requirements as outlined in this Agreement throughout the CRI Program Area. Coordinating LPHA shall use a portion of the CRI award to fund a CRI Coordinator position who will work under guidance from the CRI LPHAs.
  - c. Coordinating LPHA shall hold, at minimum, quarterly CRI Team meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the State SNS Coordinator.
  - d. Coordinating LPHA will finalize an IGA, or contract, with each CRI LPHA that describes how funding will be provided and includes the requirements and performance measures that must be met.
  - e. Coordinating LPHA will reallocate any unspent funds awarded to a CRI LPHA that have not been spent or obligated by 60 days prior to the end of the grant period.
  - f. Coordinating LPHA will return to OHA for reallocation to projects that support CRI objectives any funds not spent or obligated by 45 days prior to end of the grant period.
  - g. Intergovernmental Agreement (IGA) or Contract. Coordinating LPHA will develop an IGA, or contract, between itself and all Oregon CRI LPHAs. The IGA, or contract, will incorporate all requirements of Program Element 02 CRI program measures.

## 5. CRI Work Plan and Other Reporting Requirements.

- a. Coordinating LPHA shall submit a work plan to the State SNS Coordinator and CRI LPHAs by August 15 that presents objectives and related activities, identifies responsible parties, and establishes timelines for the CRI Program Area. The work plan shall be created with input from all CRI LPHA and approved by the State SNS Program, and must include objectives to:
  - i. Enable each CRI LPHA to achieve a local TAR score of 69 or higher by providing the documentation required in the TAR;
  - ii. Enable each CRI LPHA to meet POD Standards
  - iii. Enable each CRI LPHA to meet exercise requirements; and
  - iv. Provide programmatic and fiscal oversight responsibilities.

- v. Engage with and assist each LHD in completing the applicable sections of the capability performance measure analysis using an evaluation tool developed by the HSPRP.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State SNS Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.
- c. Coordinating LPHA shall provide other reports about the CRI Program as the OHA may reasonably request from time to time.
- d. Annual Technical Assistance Review (TAR). Each CRI LPHA shall coordinate an annual TAR and include, at a minimum, the following invitees: local CRI program representative, local law enforcement, local emergency management, and the OHA. The local TAR tool shall serve as the evaluation tool. Completed local TAR tools and supporting documentation for each TAR must be submitted to the State SNS Coordinator 21 days prior to review date. The TAR tool review meeting is to be completed prior to April 1 of each year.

**Performance Measure 0.1** Each CRI LPHA shall satisfactorily complete TAR tool, submit supporting documents to State SNS Coordinator and conduct the review meeting before April 1 each year. A minimum score of 69 must be achieved.

- e. Exercise Requirements. Each CRI LPHA shall develop and conduct an exercise program that tests medical countermeasure dispensing related emergency response plans and adheres to HSEEP standards including an after action report, improvement plan and exercise evaluation guide. Each CRI LPHA must complete the following exercises:

Three of the eight DSNS drills by April 1, unless given specific permission for extension by SNS Coordinator. Documentation of the three required drills must be submitted to the SNS and CRI Program Coordinators no later than April 15, unless given specific permission for extension by SNS Coordinator, and must consist of an after action report for the Decision Making Tool and RSS Supply Chain Management Games and the standardized data collection tools for all other drills.

**Performance Measure 0.2** Each CRI LPHA shall satisfactorily execute and submit appropriate documentation to the Coordinating LPHA for 3 different DSNS drills before April 1, unless given specific permission for extension by SNS Coordinator, each year. Coordinating LPHA will submit to SNS Coordinator for submission to CDC through web based portal. These drills can be used to meet the requirements set forth in PM 1.3 and 8.5.

- 6. **Public Health Preparedness Capabilities Requirements:** The capabilities, functions and tasks below match the corresponding capabilities, functions, and tasks in the Public Health Preparedness Capabilities which can be found at <http://www.cdc.gov/phpr/capabilities/>. Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program priority capabilities which can be found in Program Element #12 "Public Health Emergency

Preparedness Program (PHEP)" to the current Public Health Financial Assistance Agreement series between LPHAs and the Oregon Health Authority (OHA).

### **Capability 1: Community Preparedness.**

- **Function 2: Build community partnerships to support health preparedness.**
- **Task 2.** Create and implement strategies for ongoing engagement with community partners who may be able to provide services to mitigate identified public health threats or incidents.

**Performance Measure 1.1** By June 30, each CRI LPHA will provide a list of community partner agencies enrolled in the Push Partner Registry that shows an increased membership over the last 12 month period. This list will be organized by type (planned responder, vulnerable population, private business, etc.) and size rather than formal organization names and will be a list through which public health messages can be disseminated.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**
- **Task 1.** CRI LPHAs shall develop all-hazard messages to be disseminated through Push Partner agencies to their constituencies.

**Performance Measure 1.2** CRI LPHAs shall, at least once annually, disseminate a preparedness or public health message and include a request for an update of contact information to the partners identified in Performance Measure (PM) 1.1.

- **Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts.**
- **Task 2.** Promote training to community partners that may have a supporting role to public health, medical, and mental/ behavioral health sectors.

**Performance Measure 1.3** CRI LPHAs shall, at least once annually, offer a Push Partner orientation for new Push Partners. This can be met with regionally coordinated trainings.

### **Capability 8: Medical Countermeasure (MCM) Dispensing.**

- **Function 1: Identify and initiate medical countermeasure dispensing strategies.**
- **Task 2.** Prior to an incident, and if applicable during an incident, engage private sector, local, state, regional, and federal partners, as appropriate to the incident, to identify and fill required response roles.

**Performance Measure 8.1** CRI LPHAs shall, at least once annually, provide training for POD management teams. This can be met with regionally coordinated trainings.

- **Function 2: Receive Medical Countermeasures.** Identify dispensing sites and/or intermediary distribution sites and prepare these modalities to receive medical countermeasures in a time frame applicable to the agent or exposure.

- **Task 3.** Identify and notify any intermediary distribution sites based on the needs of the incident.

**Performance Measure 8.4** By June 30, conduct an activation drill for public and/or private (Push Partner) PODs. If you want to use this PM to meet one of the 3 required drills, you must complete prior to April 1, unless given specific permission for extension by SNS Coordinator.

**Performance Measure 8.5** By April 1, each CRI LPHA shall submit updated POD Standards data collection sheet that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population. Data collection sheet will be provided by OHA.

- **Task 3.** If indicated by the incident, implement mechanisms for providing medical countermeasures for public health responders, critical infrastructure personnel, and their families, if applicable.

**Performance Measure 8.6** CRI LPHAs shall annually provide update to CRI Coordinator on progress toward CRI regional goal of enrolling 80% of identified Planned Responders in Push Partner Registry.

- **Task 5.** Inform public of dispensing operations including locations, time period of availability, and method of delivery.

**Performance Measure 8.7** CRI LPHAs shall, at least once annually, offer training for Public Information Officers, or people who may hold that role in an emergency, in medical countermeasure dispensing that meets response and TAR requirements and improves the ability to provide effective messages regionally. This can be met with a regionally coordinated training.

- **Function 4: Dispense medical countermeasures to identified population.**
- **Task 2.** Screen and triage individuals to determine which medical countermeasure is appropriate to dispense to individuals if more than one type or subset of medical countermeasure is being provided at the site.

**Performance Measure 8.8** By June 30, CRI LPHAs shall implement web-based screening and develop SOPs for receiving the output from the tool at PODs.

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

- **Function 1: Direct and activate medical materiel management and distribution.**
- **Task 1.** Prior to an incident, identify receiving sites for responses of varying sizes and durations.

**Performance Measure 9.2** By June 30, each CRI LPHA shall identify and train an initial cadre of warehouse staff on warehouse expectations in a large medical countermeasures event and, if appropriate, how to use the inventory management system.

7. **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.

**COMPENSATION TERMS:** Washington County agrees to pay YCPH a maximum of \$14,638 between July 1, 2013 and June 30, 2014. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Please submit invoices to the following:

Adrienne Donner  
Washington County Dept. of Health and Human Services  
155 North First Avenue, MS-4  
Hillsboro, OR 97124  
[Adrienne\\_Donner@co.washington.or.us](mailto:Adrienne_Donner@co.washington.or.us)

If YCPH does not spend or obligate its award 60 days prior to June 30, 2014 (April 30, 2014), the unspent funds will be retained by Washington County for reallocation.

**CFDA # 93.069 – Public Health Emergency Preparedness**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486, and TTY at 503-378-3523.

AGREEMENT #142031

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

This Oregon Health Authority 2013-2015 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 Washington County Department of Health and Human Services, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Washington County ("LPHA").

**RECITALS**

WHEREAS, ORS 431.375 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

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

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

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

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

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

## AGREEMENT

1. **Effective Date and Duration.** This Agreement is effective on July 1, 2013. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2015.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A      Definitions

Exhibit B      Program Element Descriptions

Exhibit C      Financial Assistance Award and Revenue and Expenditure Reporting Forms

Exhibit D      Special Terms and Conditions

Exhibit E      General Terms and Conditions

Exhibit F      Standard Terms and Conditions

Exhibit G      Required Federal Terms and Conditions

Exhibit H      Required Provider Contract Provisions

Exhibit I      Provider Insurance Requirements

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 A, Exhibit F, Exhibit E, Exhibit C, Exhibit D, Exhibit B, Exhibit G, Exhibit H, and Exhibit I.

3. **Vendor or Sub-Recipient Determination and CFDA Numbers.** Vendor or Sub-Recipient determination is listed at Exhibit A "Definitions". Related federal policy and procedures are referenced in Exhibit G "Required Federal Terms and Conditions", paragraph 8. "Audits". Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement are listed at Exhibit A, paragraph 16. "Program Element".

06/28/2013 FRI 13:17 FAX

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BCC 13-0538

*[Faint signature]*

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

4. SIGNATURES.

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

By: *Thomas G. Eversole*  
Name: Thomas G. Eversole  
Title: Administrator, Center for Public Health Practice

Date: 7/5/2013

WASHINGTON COUNTY ACTING BY AND THROUGH ITS WASHINGTON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (LPHA)

By: *Gregory P. Malinowski*  
Name: *Gregory P. Malinowski*  
Title: Vice Chairman Board of Commissioners

Date: 6-25-2013

DEPARTMENT OF JUSTICE -- APPROVED FOR LEGAL SUFFICIENCY  
Approved by D. Kevin Carlson, Senior Assistant Attorney General on May 21, 2013. Copy of approval on file at OHA, OC&P.

REVIEWED:

OFFICE OF CONTRACTS & PROCUREMENT

By: *Phillip G. McCoy*  
Name: Phillip G. McCoy, ORBC, OCAC  
Title: Contract Specialist

Date: 07/10/13

APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS

MINUTE ORDER # 13-178  
DATE 6-25-13  
BY *Barbara Heitmanek*  
CLERK OF BOARD



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

4. SIGNATURES.

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

By: \_\_\_\_\_  
Name: Thomas G. Eversole  
Title: Administrator, Center for Public Health Practice  
Date: \_\_\_\_\_

WASHINGTON COUNTY ACTING BY AND THROUGH ITS WASHINGTON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (LPHA)

By: Gregory P. Malinowski  
Name: Andy Duyck Gregory P. Malinowski  
Title: Vice Chairman Board of Commissioners  
Date: 6-25-2013

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY  
*Approved by D. Kevin Carlson, Senior Assistant Attorney General on May 21, 2013. Copy of approval on file at OHA, OC&P.*

REVIEWED:

OFFICE OF CONTRACTS & PROCUREMENT

By: \_\_\_\_\_  
Name: Phillip G. McCoy, OPBC, OCAC  
Title: Contract Specialist  
Date: \_\_\_\_\_

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # 13-178  
DATE 6-25-13  
BY Barbara Heitmanek  
CLERK OF THE BOARD

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

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 necessarily have the ascribed meaning in any part of the Agreement other than the particular Program Element Description in which it is defined.

1. "Agreement" means this 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services.
2. "Agreement Settlement" means OHA's reconciliation, after termination of this Agreement, of amounts OHA actually disbursed to LPHA under this Agreement with amounts that OHA is obligated to pay to LPHA under this Agreement 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 OMB Circular A-87 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. "Claims" has the meaning set forth in Section 2 of Exhibit F.
5. "Conference of Local Health Officials" or "CLHO" means the Conference of Local Health Officials created by ORS 431.330.
6. "OHA" means the Oregon Health Authority of the State of Oregon.
7. "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.
8. "Financial Assistance Award" or "FAA" means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time.
9. "Grant Appeals Board" has the meaning set forth in Exhibit E. Section 1.c.iii.(B)(ii).(a).
10. "LPHA" has the meaning set forth in the first paragraph of this Agreement.
11. "LPHA Client" means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

12. **Medicaid** means federal funds received by OHA under Title XIX of the Social Security Act.
13. **Misexpenditure** means money disbursed to LPHA by OHA under this Agreement and expended by LPHA that:
  - a. Is identified by the Federal Government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal Government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
  - b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by LPHA, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
  - c. Is 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.
14. **Provider** has the meaning set forth in Section 4 of Exhibit E. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
15. **Provider Contract** has the meaning set forth in Section 4 of Exhibit E.
16. **Program Element** means any one of the following services or group of related services as described in Exhibit B, whose costs are covered in whole or in part with financial assistance that OHA pays to LPHA pursuant to this Agreement; *[this section continues next page.]*

**2013-2015 PROGRAM ELEMENTS (PE)**

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CF #</b>
<b>PE 01 State Support for Public Health</b>	GF	N/A	N/A
• PE 01 Accreditation Mini Grants	FF	CDC / Strengthening Public Health Infrastructure for Improved Health Outcomes	93.507
<b>PE 02 City Readiness Initiative (CRI)</b>	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
<b>PE 03 Tuberculosis Case Management</b>	GF FF	CDC / Project Grants and Cooperative Agreements for Tuberculosis Control Program	93.116
<b>PE 05 Health Impact Assessment (HIA)</b>	FF	CDC / Environmental Public Health and Emergency Response	93.070
<b>PE 07 HIV Prevention Services</b>	GF FF	CDC / HIV Prevention Activities for Health Departments	93.940
<b>PE 08 Ryan White Case Management</b>	GF OF FF	HRSA / HIV Care Formula Grants	93.917
• PE 08 Ryan White Support Services	GF OF FF	HRSA / HIV Care Formula Grants	93.917
<b>PE 10 Sexually Transmitted Disease (STD)</b>	GF 50% FF 50%	CDC / HIV Prevention Activities for Health Departments	93.940
<b>PE 11 Climate Change and Public Health Program: Building Capacity to Address the Public Health Impacts of Climate Change at the Local Level</b>	FF	CDC / Environmental Public Health and Emergency Response	93.070
<b>PE 12 Public Health Emergency Preparedness (PHEP)</b>	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
<b>PE 13 Tobacco Prevention and Education Program (TPEP)</b>	OF	N/A	N/A
<b>PE 15 Healthy Communities (HC)</b>	OF FF	CDC / Investigations & Technical Assistance; Environmental Public Health & Emergency Response	93.283; 93.070
<b>PE 19 Program Design and Evaluation Services (PDES)</b>	(see sub-element detail)		
• PE 19 PDES HIV Medical Monitoring Project	OF FF	CDC / HIV/AIDS Surveillance	93.944
• PE 19 PDES BRFSS Data Weighting	OF FF	CDC / Health Care Surveillance/Health Statistics	93.745
• PE 19 PDES Coordinated School Health, Return on Investment Project	OF	N/A	N/A
• PE 19 PDES Evaluation of OR Prescription Drug Monitoring Project	OF	N/A	N/A

**2013-2015 PROGRAM ELEMENTS (PE)**

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>
• PE 19 PDES Falls Prevention Program Evaluation	FF	DHHS/CDC / Injury Prevention & Control Research & State & Community Based Programs	93.136
<u>PE 20</u> Statewide Lead Line	FF	EPA/TSCA / Title IV State Lead Grants Certification of Lead Based Paint Professionals	66.707
<u>PE 25</u> Metro Area Pertussis Surveillance (MAPS)	FF	CDC / Investigations & Technical Assistance	93.283
<u>PE 31</u> EIP HAI Projects (Multnomah Co. only)	FF	CDC / ARRA Preventing Healthcare-Associated Infections	93.717
<u>PE 40</u> FHS WIC	FF	USDA / Special Supplemental Nutrition Program for Women, Infants and Children	10.557
• PE 40 FHS WIC Peer Counseling	FF	USDA / Special Supplemental Nutrition Program for Women, Infants and Children	10.557
<u>PE 41</u> FHS Reproductive Health Services	FF	DHHS / Family Planning Services	93.217
<u>PE 42</u> FHS Maternal and Child Health Services Title V Flexible Funds	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Title V Child & Adolescent Health	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Oregon MothersCare	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Perinatal GF	GF	N/A	N/A
• PE 42 FHS Maternal and Child Health Services CAH GF	GF	N/A	N/A
• PE 42 FHS Maternal and Child Health Services Babies First!	GF	N/A	N/A
<u>PE 43</u> FHS Immunization Services	GF, FF	CDC / Immunization Cooperative Agreements	93.268
• PE 43 FHS Immunization Affordable Care Act (AAC)	FF	CDC / PPHF 2012 -AAC Capacity Building Assistance to Strengthen PHIP	93.539
<u>PE 44</u> FHS School-Based Health Centers	GF	N/A	N/A
<u>PE 47</u> Linking Actions for Unmet Needs in Child Health Project (LAUNCH)	FF	DHHS/SAMHSA / Linking Actions for Unmet Needs in Children	93.243
<u>PE 48</u> Personal Responsibility Education Program (PREP)	FF	DHHS / ACA PREP	93.092
<u>PE 50</u> Safe Drinking Water (SDW) Program	FF, OF	EPA / Public Water System Supervision Grant; Drinking Water State Revolving Funds Capitalization Grant	66.432; 66.468

17. "Program Element Description" means the description of the group of services falling within a Program Element, as set forth in Exhibit B.
18. "Underexpenditure" means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.
19. "Vendor" 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 determines that for the purposes of this Agreement, LPHA is a Sub-Recipient.

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

EXHIBIT B

PROGRAM ELEMENT DESCRIPTIONS

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

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (i) epidemiological investigations that report, monitor and control Communicable Disease, (ii) diagnostic and consultative Communicable Disease services, (iii) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (iv) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (v) collection and analysis of Communicable Disease and other health hazard data for program planning and management.
  
2. **Definitions Specific to SSPH**
  - a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.
  
  - b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by the Conference of Local Health Officials (CLHO) in June 2008, available online at:...
 

<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>

...and the Oregon Health Authority in accordance with ORS 431.345 and OAR 333 Division 14.
  
3. **Standards for Program Operations.**
  - a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 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. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:

<http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>

4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an Oregon Health Authority Public Health Division Expenditure and Revenue Report.

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

1. **Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing for all-hazards events including the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.
2. **Definitions Specific to CRI Programs.**
  - a. Annual Technical Assistance Review (TAR): The yearly evaluation of an LPHA's CRI Program materials, products, plans, exercises, and activities conducted by a team of federal, state, and local preparedness staff using a worksheet developed by federal and state program partners.
  - b. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.
  - c. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.
  - d. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program
  - e. DSNS Drills: A set of eight drills, divided into two suites, developed by the RAND Corporation for the CDC's Division of the Strategic National Stockpile. The first suite consists of three drills that address decision-making processes: a resource allocation game, a distribution tool intended to be used as a tabletop exercise, and a decision-making evaluation tool. The second suite of drills includes staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.
  - f. DSNS Local Technical Assistance Review Tool: A worksheet developed by federal and state program partners to evaluate and score local mass dispensing plans and capabilities.
  - g. Capability Performance Measure Analysis: An assessment of the difference between prescribed CDC capabilities organized by function and current local capabilities using an evaluation tool developed by the HSPRP.

- h. Homeland Security Exercise and Evaluation Program (HSEEP): The Homeland Security Exercise and Evaluation Program is a capabilities and performance-based program that provides a standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- i. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- j. Mass: A large but non-specific amount or number.
- k. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- l. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- m. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- n. Portland Metro Cities Readiness Initiative Program Area (CRI): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.
- o. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.
- p. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.
- q. Push Partner Registry: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
- r. Public Health Preparedness Capabilities: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.

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

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

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

b. Audit Requirements. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.

c. CRI Coordinator. CRI LPHAs, shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.

4. **General Budget and Expense Reporting.**

a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel<sup>®</sup> file from the HAN document library at: <https://oregonhealthnetwork.org/default.aspx>. The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:

- i. Submit a budget to OHA by October 31 of each year using actual award amounts and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year. The budget shall include budgets from each CRI LPHA detailing expected costs associated with the CRI program and matching their allocation.
- ii. Coordinating LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31.
- iii. Coordinating LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1 through June 30. The budget and expense to budget Excel file set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use CRI funds will be identified in this budget report.

- b. The award of funds under this Agreement to the Coordinating LPHA shall include funds to assist in the implementation of the CRI Program requirements as outlined in this Agreement throughout the CRI Program Area. Coordinating LPHA shall use a portion of the CRI award to fund a CRI Coordinator position who will work under guidance from the CRI LPHAs.
- c. Coordinating LPHA shall hold, at minimum, quarterly CRI Team meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the State SNS Coordinator.
- d. Coordinating LPHA will finalize an IGA, or contract, with each CRI LPHA that describes how funding will be provided and includes the requirements and performance measures that must be met.
- e. Coordinating LPHA will reallocate any unspent funds awarded to a CRI LPHA that have not been spent or obligated by 60 days prior to the end of the grant period.
- f. Coordinating LPHA will return to OHA for reallocation to projects that support CRI objectives any funds not spent or obligated by 45 days prior to end of the grant period.
- g. Intergovernmental Agreement (IGA) or Contract. Coordinating LPHA will develop an IGA, or contract, between itself and all Oregon CRI LPHAs. The IGA, or contract, will incorporate all requirements of Program Element 02 CRI program measures.

##### 5. CRI Work Plan and Other Reporting Requirements.

- a. Coordinating LPHA shall submit a work plan to the State SNS Coordinator and CRI LPHAs by August 15 that presents objectives and related activities, identifies responsible parties, and establishes timelines for the CRI Program Area. The work plan shall be created with input from all CRI LPHA and approved by the State SNS Program, and must include objectives to:
  - i. Enable each CRI LPHA to achieve a local TAR score of 69 or higher by providing the documentation required in the TAR;
  - ii. Enable each CRI LPHA to meet POD Standards
  - iii. Enable each CRI LPHA to meet exercise requirements; and
  - iv. Provide programmatic and fiscal oversight responsibilities.
  - v. Engage with and assist each LHD in completing the applicable sections of the capability performance measure analysis using an evaluation tool developed by the HSPRP.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State SNS Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.



**Capability 1: Community Preparedness.**

- **Function 2: Build community partnerships to support health preparedness.**
- **Task 2.** Create and implement strategies for ongoing engagement with community partners who may be able to provide services to mitigate identified public health threats or incidents.

**Performance Measure 1.1** By June 30, each CRI LPHA will provide a list of community partner agencies enrolled in the Push Partner Registry that shows an increased membership over the last 12 month period. This list will be organized by type (planned responder, vulnerable population, private business, etc.) and size rather than formal organization names and will be a list through which public health messages can be disseminated.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**
- **Task 1.** CRI LPHAs shall develop all-hazard messages to be disseminated through Push Partner agencies to their constituencies.

**Performance Measure 1.2** CRI LPHAs shall, at least once annually, disseminate a preparedness or public health message and include a request for an update of contact information to the partners identified in Performance Measure (PM) 1.1.

- **Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts.**
- **Task 2.** Promote training to community partners that may have a supporting role to public health, medical, and mental/ behavioral health sectors.

**Performance Measure 1.3** CRI LPHAs shall, at least once annually, offer a Push Partner orientation for new Push Partners. This can be met with regionally coordinated trainings.

**Capability 8: Medical Countermeasure (MCM) Dispensing.**

- **Function 1: Identify and initiate medical countermeasure dispensing strategies.**
- **Task 2.** Prior to an incident, and if applicable during an incident, engage private sector, local, state, regional, and federal partners, as appropriate to the incident, to identify and fill required response roles.

**Performance Measure 8.1** CRI LPHAs shall, at least once annually, provide training for POD management teams. This can be met with regionally coordinated trainings.

- **Function 2: Receive Medical Countermeasures.** Identify dispensing sites and/or intermediary distribution sites and prepare these modalities to receive medical countermeasures in a time frame applicable to the agent or exposure.

- **Task 3.** Identify and notify any intermediary distribution sites based on the needs of the incident.

**Performance Measure 8.4** By June 30, conduct an activation drill for public and/or private (Push Partner) PODs. If you want to use this PM to meet one of the 3 required drills, you must complete prior to April 1, unless given specific permission for extension by SNS Coordinator.

**Performance Measure 8.5** By April 1, each CRI LPHA shall submit updated POD Standards data collection sheet that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population. Data collection sheet will be provided by OHA.

- **Task 3.** If indicated by the incident, implement mechanisms for providing medical countermeasures for public health responders, critical infrastructure personnel, and their families, if applicable.

**Performance Measure 8.6** CRI LPHAs shall annually provide update to CRI Coordinator on progress toward CRI regional goal of enrolling 80% of identified Planned Responders in Push Partner Registry.

- **Task 5.** Inform public of dispensing operations including locations, time period of availability, and method of delivery.

**Performance Measure 8.7** CRI LPHAs shall, at least once annually, offer training for Public Information Officers, or people who may hold that role in an emergency, in medical countermeasure dispensing that meets response and TAR requirements and improves the ability to provide effective messages regionally. This can be met with a regionally coordinated training.

- **Function 4: Dispense medical countermeasures to identified population.**
- **Task 2.** Screen and triage individuals to determine which medical countermeasure is appropriate to dispense to individuals if more than one type or subset of medical countermeasure is being provided at the site.

**Performance Measure 8.8** By June 30, CRI LPHAs shall implement web-based screening and develop SOPs for receiving the output from the tool at PODs.

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

- **Function 1: Direct and activate medical materiel management and distribution.**
- **Task 1.** Prior to an incident, identify receiving sites for responses of varying sizes and durations.

**Performance Measure 9.2** By June 30, each CRI LPHA shall identify and train an initial cadre of warehouse staff on warehouse expectations in a large medical countermeasures event and, if appropriate, how to use the inventory management system.

7. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

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

**Attachment 1**  
**to Program Element #02: Cities Readiness Initiative (CRI) Program**  
**Example CRI Budget Documents**

**Preparedness Program Annual Budget**

CRI  
July 1, 2011 - June 30, 2011

			Total
<b>PERSONNEL</b>			<b>\$0.00</b>
	Annual Salary	% FTE	0
Sr. Regional CRI Coordinator			0
Brief description of activities, for example, This position has primary responsibility for ( ) County public health preparedness activities.			
Program Coordinator			0
Brief description of activities and responsibilities			
Washington County Preparedness Coordinator			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
Fringe Benefits @ ( )% or describe rate or method			
<b>TRAVEL</b>			<b>\$0</b>
Total In-State Travel:			\$0
Out-of-State Travel:			\$0
<b>EQUIPMENT (computer, computer monitor, etc.)</b>			<b>\$0</b>
<b>SUPPLIES, MATERIALS AND SERVICES (office supplies, printing, etc.)</b>			<b>\$0</b>
Office Expenses (duplicating, stationery, postage, etc.) @ \$20/month for 12 Months			\$0
Meeting Expenses (food & drinks) @ \$55/month for 12 Months			
Preparedness supplies			
<b>CONTRACTUAL</b>			<b>\$0</b>
County - for work done toward the CRI goals			\$0
County - for work done toward the CRI goals			
County - for work done toward the CRI goals			
County - for work done toward the CRI goals			
<b>OTHER</b>			<b>\$0</b>
Rent @			\$0
Utilities (mail and telephone)			
<b>INDIRECT CHARGES</b>			<b>\$0</b>
TOTAL INDIRECT CHARGES @ ___ % of Direct Expenses:			\$0
<b>TOTAL BUDGET</b>			<b>\$0</b>
Date, name and phone number of person who prepared budget			

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

CRI

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

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

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

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



Program Element #03 - Tuberculosis Services

1. **Description.** ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA's TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA's TB investigation and control program.
2. **Definitions Specific to TB Services.**
  - a. Active TB Disease: TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
  - b. Appropriate Therapy: Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.
  - c. Associated Cases: Additional cases of TB disease discovered while performing contact investigation.
  - d. B-waiver Immigrants: Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
  - e. Case: A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in 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 county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. Evaluated (in context of contact investigation): A contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- j. Interjurisdictional Transfer: A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. Investigative Guidelines: Department guidelines, dated as of January 2012, which are incorporated herein by this reference are available for review at <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. Latent TB Infection (LTBI): TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. Medical Evaluation: A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay (QuantiFERON<sup>®</sup>-TB Gold In-Tube test or T-SPOT<sup>®</sup>.TB test), chest x-ray, and any appropriate 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: Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

### 3. Procedural and Operational Requirements.

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA's Investigative Guidelines.
- b. Tuberculosis Case Management Services. LPHA's TB Case Management Services must include the following minimum components:
  - i. 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.

- ii. 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.
- iii. LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
- iv. LPHA must develop a plan to ensure patient adherence with TB treatment guidelines for each individual within LPHA's jurisdiction identified by or reported to LPHA as having active TB disease. This plan should include the use of DOT for the majority of patients. If DOT will not be used, other methods to ensure patient adherence with treatment guidelines must be utilized and documented (e.g. monthly pill counts or other). Evidence of patient adherence (such as DOT records) must be documented in each individual's chart.
- v. DOT Guidelines: DOT is the standard of care for the treatment of TB. Virtually all cases of active TB disease should be treated via DOT. If DOT is not utilized, the LPHA may be asked to justify to Department why DOT was not used for that particular individual.

The clinical indications and socioeconomic factors listed below are strong indicators that DOT is necessary to ensure adequate treatment of the individual and to prevent acquired drug resistant TB. Patients with the following risk factors must be on DOT. If patients with any of the below circumstances will not be on DOT for any reason during their course of treatment, OHA must be contacted and a plan to ensure compliance discussed.

- a.) Clinical indications which require DOT include:
  - (i.) HIV and TB co-infection
  - (ii.) Reactivation of TB disease or history of previous TB treatment
  - (iii.) MDR-TB
  - (iv.) Smear positivity
  - (v.) Cavitory disease
  - (vi.) History of drug and alcohol abuse within the last 6 months
  - (vii.) Evidence of severe malnourishment with BMI <18.5
  - (viii.) Patient < 18 years old
- b.) Socioeconomic factors which require DOT include:
  - (i.) Homelessness

- (ii.) History of failure to arrive for clinic appointments and/or noncooperation with LPHA interventions and/or history of non-adherence with prescribed medical therapy (TB or other)
  - (iii.) Presence of child/children or immunocompromised individual in the household
  - (iv.) Resident of a congregate setting such as jail, long term care facility, group home or homeless shelter.
  - (v.) Patient unable to self-administer medications due to mental, physical, or emotional impairments
  - (vi.) Patient shows poor understanding of TB diagnosis, or non-acceptance of diagnosis. Consider level of understanding especially carefully for patients with low literacy and/or low levels of English proficiency.
- c.) Patients not on DOT initially must start DOT if any of the following occur:
- (i.) Slow sputum culture conversion (culture still positive > 2 months after treatment started)
  - (ii.) Slow clinical improvement or clinical deterioration while on TB therapy
  - (iii.) Adverse reaction to TB medications
  - (iv.) Significant interruptions in therapy due to non-adherence
- vi. LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
- a.) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
  - b.) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- vii. With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
- The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- viii. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- ix. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
  - x. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
4. **Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to OHA:
- a. LPHA shall 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 shall, 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. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
  - b. LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program or enter contacts into the Orpheus database in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
5. **Performance Measures.** If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:
- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
  - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
  - c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
  - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
  - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
  - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

**Program Element #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, for the following services and appropriate costs associated with the delivery of these services:
  - a. Confidential and anonymous HIV counseling, testing and referral services, including rapid HIV testing;
  - b. Other HIV prevention services with evidence of effectiveness to identified priority populations in LPHA's service area; and
  - c. Structural activities that facilitate the delivery of HIV prevention services to priority populations in the LPHA's service area.

Priority populations for service focus in Oregon are identified in the current HIV Prevention Comprehensive Plan. Funds awarded under this Agreement may only be expended on services included in the LPHA's HIV Prevention Program Model Plan that has been approved by the OHA HIV Prevention Program, with a focused emphasis on services for the priority populations identified in the plan.

2. **Definitions Specific to HIV Prevention Services.**

- a. CDC: Federal Centers for Disease Control and Prevention.
- b. CLHO/HIV: Conference of Local Health Officials/HIV subcommittee of CLHO Executive.
- c. Client Focused Counseling: A counseling technique used in HIV Counseling, Testing, and Referral Services that usually consists of (i) a personalized risk assessment counseling session that encourages the individual to identify, understand, and acknowledge the behaviors and circumstances that put the individual at risk for HIV, explores previous attempts to reduce risk, identifies successes and challenges in these efforts and culminates, in most cases, in a commitment from the individual to adopt at least one risk reduction behavior, and (ii) a second counseling session in which the counselor discusses the HIV test results, explores how the individual may have implemented the risk reduction behavior the individual committed to in the first session, identifies with the individual additional risk reduction behaviors he/she may also adopt, and makes any appropriate referrals. When using HIV rapid testing technology, there may be only one client centered counseling session.
- d. Clinical Laboratory Improvement Amendments or CLIA: Federal legislation that governs the licensing of laboratories. A CLIA certificate of waiver allows laboratories to perform simple laboratory tests.
- e. Community Review Panel (a/k/a Program Review Panel): A panel comprised of community members and established in accordance with CDC guidelines which are available for review at <http://www.cdc.gov/od/pgo/forms/hiv.htm>, that reviews and

approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services. Review panels may be convened by OHA or the LPHA.

- f. Comprehensive Prevention with Positives:
- i. Linkages to care and treatment and interventions to improve retention in care and treatment for people living with HIV
  - ii. Behavioral interventions and other risk reduction services for HIV positive individuals and their sexual or needle sharing partners to reduce the likelihood of HIV transmission
  - iii. Interventions to prevent mother-to-child HIV transmission
  - iv. Referral to other medical and social services, such as substance abuse and mental health services
  - v. Support and/or facilitate voluntary testing for hepatitis, TB and other STDs and Partner Services accordingly
- g. Culturally Appropriate: Characteristic of services provided to clients with diverse values, ethnicities, sexual orientations, beliefs and behaviors that include, as necessary, the tailoring of delivery methods to meet client's social, cultural and linguistic needs
- h. HIV Counseling, Testing, and Referral Services or CTRS: An HIV prevention service, which includes client focused counseling, obtaining a blood or oral fluid specimen on which to conduct an HIV test, and referral and linkage to other appropriate services.
- i. HIV Prevention Program Model Plan: The plan that describes the HIV Counseling, Testing and Referral Services, other HIV prevention services, and structural activities that LPHA intends to deliver with funds provided under this Agreement for this Program Element. Each program plan includes a specific engagement plan for communities of color and also includes anti-stigma approaches and activities for priority populations.
- j. Partner-Counseling and Referral Services or PCRS: A systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV. PCRS assists exposed partners to early access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services.
- k. Preliminary Positive: A result from a Rapid HIV Test that indicates HIV antibodies are in the blood of the person tested. A preliminary positive test result must be followed up with a traditional serum or oral fluid HIV test to determine if the individual is actually infected with HIV.
- l. Rapid HIV Test: An FDA-approved HIV test that yields negative or preliminary positive test results within a short time period (less than 30 minutes) after processing specimen.

- m. Structural activities: Activities that remove barriers to the delivery of HIV prevention services in the LPHA service area. (Examples include working with police to support harm reduction services to injection drug users, working with Department of Transportation officials to support outreach activities in road rest areas, etc.)
- n. Sub-contractor: A provider offering services pursuant to a subcontract of the LPHA for the purposes of providing HIV Prevention services to a targeted population.

### 3. Procedural and Operational Requirements.

#### a. Staffing Requirements and Staff Qualifications.

- i. HIV Counseling, Testing and Referral Services. All individuals providing HIV Counseling, Testing and Referral Services supported in whole or part with funds provided under this Agreement must have received baseline training in the essentials of HIV prevention which includes client focused counseling techniques, HIV transmission basics, risk reduction messages, provision for making effective referrals and linking people to care, and a general orientation to the priority populations in Oregon. If staff is providing Rapid HIV Tests appropriate training in methods and in rapid HIV counseling and testing according to CDC HIV CTRS guidelines must be ensured. In addition, contractors should plan on attending these trainings after updates to the curricula have been made by the CDC and as reasonably requested by the OHA HIV Prevention Program. To ensure that the skills acquired during baseline training are employed during CTR services, the OHA HIV Prevention Program reserves the right to shadow contractors during at least one CTR session within a triennial review period. Baseline training will be available from the Authority in accordance with a schedule to be determined by the Authority in consultation with the LPHA.
- ii. Other HIV Prevention Services and Structural Activities. At least one staff member who will be providing HIV prevention services in addition to HIV CTRS and/or engaging in structural activities supported in whole or in part with funds provided under this Agreement, from LPHA and each Provider must attend in-service skills-building meetings and/or training as reasonably requested and scheduled by the Authority from time to time.

#### b. Minimum Service Requirements.

HIV Counseling, Testing and Referral Services. All HIV Counseling, Testing and Referral Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's HIV Prevention Program Model Plan and must meet the following minimum requirements:

- i. HIV Counseling, Testing, and Referral Services must be available on a voluntary basis and in both confidential and anonymous formats within the LPHA's service area. Each individual seeking such services must be informed that anonymous HIV testing is available. Although LPHA must make both confidential and anonymous

HIV testing available, LPHA is not required to make both available at every site which LPHA offers HIV testing.

- ii. HIV Counseling, Testing and Referral Services must be provided in accordance with applicable Oregon and Federal statutory and regulatory requirements, must be easily accessible, available, culturally appropriate, and must include information about HIV/AIDS reporting laws. The identity of an individual receiving HIV Counseling, Testing and Referral Services must not be released to anyone without the written consent of the individual, except when otherwise required, or permitted, by Oregon or Federal statute or regulation.
- iii. HIV Counseling, Testing and Referral Services must be available for priority populations regardless of an individual's ability to pay. LPHA may impose fees for HIV Counseling, Testing and Referral Services but fees may not exceed the reasonable cost of the service. LPHA may not deny HIV Counseling, Testing and Referral Services because of an individual's inability to pay for the services. Revenues generated from HIV Counseling, Testing and Referral Services supported in whole or in part with funds provided under this Agreement, and any donations received for HIV Counseling, Testing and Referral Services, may only be used for HIV prevention services. LPHA must report all HIV Counseling, Testing, and Referral Services fee revenue and donations to the LPHA on the "Oregon Health Authority Public Health Division Expenditure and Revenue Report" under Section B of Exhibit C of this Agreement.
- iv. All individuals receiving HIV Testing, Counseling and Referral Services who are at increased risk for HIV infection must have information offered to them regarding appropriate prevention and testing services for related infections (e.g. hepatitis, sexually transmitted infections, and tuberculosis, as appropriate)
- v. All individuals receiving HIV Testing, Counseling and Referral Services must receive Client Focused Counseling that includes information regarding HIV transmission and prevention and the meaning of HIV test results and counseling to help the individual identify personal risk behaviors while emphasizing realistic behavior change goals to reduce those risks.
- vi. LPHAs will assure that at least 95% of positive test results are delivered to clients testing for HIV.
- vii. HIV test results must be provided in a professional and supportive manner. Individuals must be provided adequate opportunity to ask questions regarding HIV test results.
- viii. If LPHA tests an individual for HIV and the test result is positive (either preliminary or confirmatory), LPHA must:
  - a.) Explain to the individual the meaning of the test results.
  - b.) Encourage the individual to participate in Partner Counseling and Referral Services and facilitate entry to this service.
  - c.) Provide referral for medical evaluation and ensure linkage to care.

- d.) Provide the individual with information about and/or referral to mental health follow-up, when available and when appropriate.
  - e.) Provide the individual with information about and/or referral to support services and organizations.
  - f.) Maintain the strict confidentiality of both the receipt of the HIV test and the HIV test result.
  - g.) If the result is a Rapid HIV Test preliminary positive, offer the individual a confirmatory HIV test or referral for confirmatory HIV testing.
  - h.) An LPHA utilizing Rapid HIV Tests must be enrolled in CLIA and have a Certificate of Waiver.
  - i.) LPHA must designate an employee involved in LPHA's HIV Counseling, Testing and Referral Services to participate with the Authority staff in the development and implementation of quality assurance activities related to HIV Counseling, Testing and Referral Services as requested by OHA HIV Prevention staff.
  - j.) An Authority-approved HIV Test Request and HIV Counseling, Testing, and Referral Form (Form 44) must be completed for each HIV counseling and testing encounter that is supported in whole or in part with funds provided under this Agreement.
- c. **Other HIV Prevention Services and Structural Activities.** All HIV prevention services and structural activities supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's approved HIV Prevention Program Model Plan and must meet the following minimum requirements:
- i. Program must be evidence-based and targeted to prioritized risk populations and sub populations identified in the current Oregon HIV Prevention Comprehensive Plan available at [healthoregon.org/hivprevention](http://healthoregon.org/hivprevention).
  - ii. Strategies endorsed by the CDC, such as Social Network Strategy recruitment into Counseling and Testing or other evidence-based intervention, may be implemented, subject to approval of the LPHA's Planning Program Model Plan by the OHA HIV Prevention Program and completion of relevant training for staff.
  - iii. Structural activities, such as network building to meet the needs of a targeted population group, work with related agencies to promote HIV risk reduction, etc., may be implemented, subject to approval of the LPHA's Planning Program Model Plan by the OHA HIV Prevention Program.
  - iv. OHA HIV Prevention-approved programs must be implemented with fidelity to the core elements of the evidence-based intervention. (A core element is a part of the intervention that is crucial to satisfying the intervention's goals and objectives.)
- d. **All HIV Prevention Services.** All LPHAs providing HIV prevention services supported in whole or in part with funds provided under this Agreement must meet the following requirements:
- i. All agencies that provide HIV prevention services supported entirely or in part with funds provided under this Agreement must comply with the required reporting

- requirements. This includes participating in monitoring related capacity buildi activities.
- ii. Condoms must be available and distributed to populations engaging in high risk behaviors, consistent with populations targeted by the LPHA in its HIV Prevention Program Model Plan.
  - iii. If any part of the HIV prevention program of the LPHA is supported by federal HIV prevention funds, all HIV educational materials must be reviewed and approved by a local or statewide Program Review Panel in accordance with CDC guidelines.
  - iv. All HIV educational materials developed or purchased with HIV Prevention Services funds and approved by a local or statewide Program Review Panel must be accessible to the public or target population in LPHA's service area.
  - v. Contractors are required to conduct data submissions at least quarterly. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the contractor to establish and implement a corrective action plan.
  - vi. Additionally, contractors provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the agency's program plan using the appropriate tab of the "OHA HIV Prevention Program Plan & Reporting Workbook". This report is due within 30 days after the close of each calendar quarter.
  - vii. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.
- e. **Conflicts.** In the event of a conflict or inconsistency between the provisions of the HIV Prevention Program Model Plan and the other provisions of this Program Element Description, the other provisions of this Program Element Description shall take precedence.
- f. **Confidentiality.** In addition to the requirements set forth in Section 6 of Exhibit E, General Terms and Conditions, of this Agreement and above in this Program Element Description, 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:
- i. All materials related to the delivery of HIV Prevention Services that contain names of individuals receiving services or other identifying information must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel and all computers and data programs that contain such information must have restricted access. Providers of HIV Prevention Services must comply with all applicable county, state and federal confidentiality requirements applicable to the delivery of HIV Prevention Services. Each provider agency will designate an Overall Responsible Party (ORP) for confidentiality protection procedures.



5. **Agency responsibility if subcontracting for delivery of services.** An LPHA may use portion of HIV Prevention program funding to subcontract with another community-based agency for delivery of services with the following responsibilities:
- a. A Local Public Health Authority which contracts for services using program funds will ensure the completion of the "OHA HIV Prevention Program Plan & Reporting Workbook" both for its agency and the subcontractor agency submitting both in a timely manner as requested by the program.
  - b. LPHAs will ensure that the subcontractor's fiscal and monitoring data is submitted in a timely manner.
  - c. In partnership with the state program, LPHA will identify and participate in capacity building and quality assurance activities applicable to the subcontractor.

Program Element #10: Sexually Transmitted Disease (STD) Case Management Services

1. **Description.** Resources provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver Sexually Transmitted Disease Case Management 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. Sexually Transmitted Disease Case Management Services include but are not limited to case finding and disease surveillance, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.
2. **Definitions Specific to STD Case Management Services.**
  - a. **Contact Interview:** A contact interview is an interview conducted with an STD infected individual. The objective of the interview is to prevent further spread of disease through the prompt identification and examination of all elicited partners of the infected individual. The interview is designed to ensure that the individual understands the seriousness of the disease, and motivates the individual to cooperate with STD/HIV control efforts.
  - b. **Disease Intervention Specialist (DIS):** A DIS (sometimes also referred to as a Communicable Disease Investigator or CDI) is an individual employed by the Oregon Health Authority (OHA) or a Local Public Health Authority (LPHA) that is specially trained to provide components of STD Case Management Services, i.e. client interviewing, partner notification and referral, untreated patient referral, education activities and consultation for individuals diagnosed with an STD. Additional duties can be performed only with the approval of OHA.
  - c. **Report Format:** The designated form for reporting a STD case or suspected STD case to OHA, which is form OHA 8352. A copy of the form is available from OHA upon request.
  - d. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, Lymphogranuloma Venereum, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.
3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering Sexually Transmitted Disease Case Management Services. The specific types of resources and the amount thereof are reflected in the Financial Assistance Award or the footnotes thereof. The resources may include:
  - a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, pamphlets, and antibiotics for treating STDs.

- b. **Technical Assistance Resources (Direct Assistance):** Services of a OHA DIS, if OHA makes available to LPHA to support the LPHA's delivery of STD Case Management Services
  - c. **Financial Assistance Resources specific to DIS Activity:** Funds made available to LPHA solely for use in covering a portion of the salary of a DIS employed by LPHA to deliver components of STD Case Management Services.
4. **Procedural and Operational Requirements.** All STD Case Management Services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA's service area to the appropriate OHA authorities.
  - b. LPHA may not deny STD clinical services to an individual seeking such services from LPHA. STD clinical services are a component of STD Case Management Services and may consist of screening individuals for reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease. Note: Because the State does not fund HIV clinical care and most counties cannot afford to provide HIV clinical care, this section does not apply to HIV.
  - c. As required by applicable law, LPHA must provide STD Case Management services including surveillance, case finding, and prevention activities, to the extent that local resources permit, related to chlamydia, gonorrhea, syphilis, and HIV, in accordance with:
    - i. Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
    - ii. "Program Operations: Guidelines for STD Prevention", published by the Centers for Disease Control and Prevention (CDC) and dated as of (1998 version), which includes the federal standards for the operation of state and local STD prevention programs, and "STD Treatment Guidelines", published by CDC and dated as of August 2006. Both of these documents are available for review at <http://www.cdc.gov/std/program/>;
    - iii. The "Region X Infertility Prevention Project: Program Guidelines and Data Collection" manual dated as of January 2005. This manual can be downloaded for reference from: <http://www.centerforhealthtraining.org>;
    - iv. "OHA Investigative Guidelines for Notifiable Diseases" which can be found at <http://www.oregon.gov/OHA/ph/acd/reporting/guideln/guideln.shtml>; and,
    - v. Oregon Revised Statutes (ORS) 433.045.

- d. LPHA must evaluate STD morbidity and laboratory results reported to the LPHA by health care providers and laboratories for completeness and appropriate treatment regimen. For each STD morbidity and laboratory result reported to LPHA, LPHA must complete and submit to the appropriate OHA authority, within two weeks of receiving the STD morbidity and laboratory results, the "Confidential STD Case Report" form (OHA 8352), as further described in Division 18 of OAR Chapter 333.
- e. LPHA, as appropriate, must examine, evaluate, and treat for Reportable STDs, each individual referred to LPHA by a DIS. Generally individuals referred by a DIS are sex partners of individuals with a Reportable STD or an individual who has tested positive for a Reportable STD, but has not received treatment. LPHA must provide the Reportable STD examination, diagnosis and treatment, if necessary, to the DIS referred individual within four working days of referral.
- f. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications only to treat individuals infected with, or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
  - i. The medications must be provided at no cost to the individuals receiving treatment.
  - ii. LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - iii. LPHA must return expiring medications supplied to LPHA under this Agreement to the appropriate OHA authority at least 90 days prior to the medication expiration date. LPHA shall be liable to OHA for the CDC federal contract price, per dose, of all unused medications supplied to LPHA under this Agreement that are not returned to OHA prior to their expiration date.
- g. If LPHA receives In-Kind Resources under this Agreement in the form of condoms, LPHA may distribute those condoms 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.
- h. If LPHA receives Technical Assistance Resources under this Agreement:
  - i. LPHA must provide a private room in LPHA's clinic area for the DIS to counsel and interview individuals. This room must have basic office furniture to include a desk, telephone, and locking file cabinet.
  - ii. LPHA must provide on-site parking at no cost to the DIS with come and go privileges to accommodate investigative activity.
  - iii. LPHA must provide clerical support to the DIS for STD Case Management Activities including but not limited to, outreach, morbidity reporting, and other related DIS activities.

- iv. LPHA must in conjunction with the OHA's STD Program manager review its activities and accomplishments on a semi-annual basis. This can be done using the OHA's Sexually Transmitted Disease Management Information System (STDMIS) or Oregon Public Health Epidemiologists' User System (ORPHEUS) databases for the measurement of DIS STD Case Management Services productivity or the LPHA's database if agreeable to the OHA and the LPHA.
  - i. **[Multnomah County only]** If LPHA receives Financial Assistance Resources specific to DIS Activity, under this Agreement:
    - i. LPHA must provide DIS access to motor vehicle parking with come and go privileges, to accommodate investigative activity.
    - ii. LPHA must submit quarterly reports to the OHA's STD Program describing DIS activities and indices achieved during the quarter in accordance with the DIS Activity Outcomes. The report must be submitted no later than the end of the month following the end of each calendar quarter during the period for which Financial Assistance Resources specific to DIS Activity are awarded under this Agreement.
    - iii. In the event of a Reportable STD outbreak or shortage of DIS staff outside Multnomah County, the LPHA must make additional DIS available upon request by the OHA's STD Program Manager.
    - iv. LPHA must provide staff time to examine, diagnose, and treat all individuals seeking examination, diagnosis or treatment of a Reportable STD. LPHA staff must also perform, as resources permit, STD intervention (Contact Interview and partner notification) services to individuals with Reportable STDs diagnosed by or reported to LPHA.
  - j. **[Jackson County only]** If LPHA receives Financial Assistance Resources specific to DIS Activity, under this Agreement:
    - i. LPHA must dedicate up to 20% FTE DIS to provide STD Case Management Services in Josephine and Klamath Counties to the extent requested by the LPHAs for Josephine and Klamath Counties.
    - ii. LPHA must provide staff time to examine, diagnose, and treat all individuals seeking examination, diagnosis or treatment of a Reportable STD. LPHA staff must also perform, as resources permit, STD intervention (Contact Interview and partner notification) services to individuals with Reportable STDs diagnosed by or reported to LPHA.
5. **Reporting Obligations and other Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit to OHA the reports described above.

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

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

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

- q. Vaccine Adverse Events Reporting System (VAERS): A passive surveillance program used to monitor vaccine safety in the United States. VAERS collects reports of adverse events occurring after vaccination from public and private providers, parents, patients, and vaccine manufacturers.
3. **General Requirements.** All of LPHA's PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. Non-Supplantation. Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
  - b. Audit Requirements. In accordance with federal guidance, each entity receiving funds shall, not less than once every two years, audit its expenditures of PHEP funding. Such audits shall be conducted by an entity independent of the agency and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with PHEP cooperative agreement guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
  - c. Work Plan. LPHA shall implement its PHEP activities in accordance with its OHA approved Work Plan using the example set forth in Attachment 2 to this Program Element Description. The Work Plan form includes a table for you to document unplanned activities that demonstrate your capabilities. Modifications to this plan may only be made with HSPRP approval.
  - d. Public Health Preparedness Staffing. LPHA shall identify a Public Health Preparedness Coordinator position acceptable to the OHA. The Public Health Preparedness Coordinator will be the OHA's chief point of contact related to program issues. The Public Health Preparedness Coordinator will ensure that all scheduled preparedness coordination conference calls and statewide preparedness coordination meetings and the LPHA PHEP Annual Review are attended by an LPHA representative. LPHA must staff its PHEP Program at the appropriate level to implement its PHEP activities in accordance with its approved Work Plan, depending on its level of funding, as specified in the award of funds for this Program Element.
  - e. Use of Funds. Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more may only be made with HSPRP approval.
  - f. Meeting Attendance and Participation. LPHA must attend HSPRP meetings and participate in workgroups, as reasonably required by HSPRP as follows:
    - i. Attendance at PHEP grantee meetings.

- ii. Training and/or conferences for staff and/or supervisors that is relevant to PHE examples include PIO and ICS training.
  - iii. Paperwork, meetings, conference calls and preparation related to PHEP services and activities.
  - iv. Participation in combined local/state PHEP workgroups for the development of PHEP program materials and activities.
- g. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement or this Program Element Description, the provisions of this Agreement or the provisions of this Program Element Description, as applicable, shall control.
- h. PHEP Program Reviews. LPHA shall submit its materials and tools for the Annual Review in a manner satisfactory to the OHA. Semi Annual reviews are to be completed by February 15 of each year. The annual reviews are to be conducted during July and August. All reviews are to be completed no later than August 31 each year. The materials, products, plans and documentation of activities to be reviewed, are identified for LPHA at least four weeks prior to the scheduled review.
- i. Budget and Expense Reporting. Using the budget and expense to budget Excel file set forth in Attachment 1 and available for download from the HAN document library. <https://oregonhan.org/Pages/Default.aspx> attached hereto and incorporated herein by this reference, LPHA shall provide to OHA by August 31, of each year, a budget using actual award amounts, detailing LPHA's expected costs to operate its PHEP programs during the period of July 1, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1, through June 30. The budget and expense to budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report.

#### 4. Procedural and Operational Requirements.

- a. Public Health Capability Performance Measure Analysis Introduction & Purpose. During the next 4 years, local and tribal jurisdictions will work to demonstrate the ability to perform all applicable CDC Public Health Preparedness Capabilities. To determine 1) which capabilities the state as a whole should focus on, and 2) what activities should be prioritized within each jurisdiction, counties and tribes will be asked to complete a capability assessment in 2012-13 and to annually update this information.
- b. Public Health Capability Performance Measure Analysis. LPHA shall complete a Public Health Capability Performance Measure Analysis using the assessment tool provided and approved by HSPRP by August 15 each year.

- c. Work Plan Description. Counties must develop a work plan for the budget period. The work that LPHAs assign themselves in the work plan will be based on the gaps identified in the Public Health Capability Performance Measure Analysis, using the Public Health Consequences Analysis and improvement plans developed from after action reports from real events or exercises to help prioritize which capabilities and functions are most important to have fully developed in their jurisdiction. An example is set forth in Attachment 2 to this Program Element Description.
- d. Public Health Preparedness Program Work Plan. LPHA shall develop a Public Health Preparedness Program work plan using the template set forth as Attachment 2 to this Program Element Description focusing in the current year on activities to build or sustain CDC Public Health Capabilities and associated functions. The work plan must be completed and approved by OHA by September 15 each year.. At a minimum LPHA must build two capabilities in the work plan. Current capabilities shall be sustained.
- e. Public Health Preparedness Program Work Plan Performance. LPHA shall complete activities in their HSPRP approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the planned activities in its Local PHEP work plan for two consecutive years, it may not be eligible to receive funding under this Program Element in the next fiscal year.
- f. HAN. LPHA shall identify a local HAN Administrator. The local HAN Administrator shall:
  - i. Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - ii. Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - iii. Serve as the LPHA authority on all HAN related access (excluding hospitals and tribes).
  - iv. Conduct internal tests of the HAN Call Down alerting system two times per year to verify LPHA's ability to alert its staff with emergency response roles, and record results of such testing, including date and time of test and interval between alert notification and 90% complete response.
  - v. Coordinate with the State HAN Coordinator to ensure the roles and available system licenses are appropriately distributed with each county.
  - vi. Post, publish and update plans and maintain the local and county HAN document library folders.
  - vii. Perform general administration for all local implementation of the HAN system in their respective organizations.
  - viii. Review their LPHA HAN users two times annually to ensure users are assigned their appropriate roles and that appropriate users are deactivated.

ix. HAN-related Performance Measures:

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

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

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

**Performance Measure O.4:** LPHA will provide documentation of two HAN tests per program year, each with a 90% complete response in 60 minutes.

**Performance Measure O.5:** LPHA will once annually confirm all plans and appropriate procedures are uploaded to HAN Document Center.

- g. Satellite Phones. LPHA shall comply with the terms and conditions of use of "OHA Issued Satellite Phones," set forth in Attachment 3 to this Program Element Description.
- h. OR-IRIS. LPHA shall comply with the terms and conditions of the use of OR-IRIS agreements if signed by the LPHA. An example of an OR-IRIS agreement is set forth in Attachment 4 to this Program Element Description.
- i. Exercise Requirements. LPHA shall develop and conduct an exercise program that tests LPHA's all-hazard emergency response plans, utilizing an After Action Report, Improvement Plan, and Exercise Evaluation Guide. As further described below, the program shall include exercises that involve LPHA's administration, the local jurisdiction's emergency management and other emergency response partners. LPHA shall annually submit to OHA for approval before December 15, an updated Training and Exercise Plan. The Training and related exercise Plan shall meet the following conditions:
- i. The Training and related exercise Plan shall, at a minimum, outline the exercise program priorities, CDC capabilities, and training and exercise schedule.
  - ii. The plan shall demonstrate continuous improvement and progress toward increased capability of the LPHA to perform critical tasks while exercising to the gaps identified within their Gap Analysis process.
  - iii. The plan shall include priorities which address lessons learned from previous exercises, as described in LPHA's existing After Action Reports (AARs) and Improvement Plans (IPs).
  - iv. At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three,

- progressing from discussion based exercises (e.g. seminars, workshops, tabletop exercises, games) to operations based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
- v. LPHA shall work with emergency management to integrate exercises with the county exercise schedule.
  - vi. **Performance Measure O.6:** At a minimum, LPHA shall, before June 30 each year, develop and satisfactorily execute two public health preparedness exercises as outlined in the LPHA's approved Training and Exercise Plan. LPHA shall submit to OHA for approval an exercise scope, including goals, objectives, activities, list of invited participants, and list of exercise design team members, for each of the exercises at least 45 days before each exercise is scheduled to take place. LPHA shall provide to the OHA an AAR documenting each exercise within 60 days of conducting the exercise. Disease outbreaks or other public health emergencies requiring a LPHA response may, upon OHA's approval, be used to satisfy exercise requirements. NIMS compliant procedures for LPHA command and control shall be used to manage the response to the communicable disease or public health emergencies.
- j. Training. LPHA shall be responsible for ensuring the following:
- i. Staff responsible for public health emergency planning and response roles shall be trained for their respective roles consistent with Conference of Local Health Officials Minimum Standards dated June 2008, including training on how to discharge the LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law. The Conference of Local Health Officials Minimum Standards may be viewed at:  
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/reference.aspx>
  - ii. Identifying and training appropriate LPHA staff for response to bioterrorism, chemical, radiation, communicable diseases, and general emergency response.
  - iii. All local HAN users complete HAN training necessary for their user license.
  - iv. LPHA shall maintain training records for all local public health staff with emergency response roles.
  - v. **Performance Measure O.7:** The LPHA training shall include an evaluation component. LPHA is to be NIMS compliant. To determine NIMS compliance and view the standards go to: <http://www.fema.gov/emergency/nims/>
- k. Planning. The LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see attachment 5 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC capabilities and/or hazards described in their Community Hazard Risk Assessment and revisions shall be

done according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years at completion as required in OAR 104-010-005.

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.

ATTACHMENT 1  
TO PROGRAM ELEMENT #12  
BUDGET TEMPLATE

Preparedness Program Annual Budget

July 1, 20\_\_ - June 30, 20\_\_

			Total
			\$0/00
<b>PERSONNEL</b>		Subtotal	
	Annual Salary	% FTE	0
{Position Title and Name}			0
Brief description of activities, for example, This position has primary responsibility for ( ) County public health preparedness activities.			
{Position Title and Name}			0
Brief description of activities and responsibilities			
{Position Title and Name}			0
Brief description of activities and responsibilities			
{Position Title and Name}			0
Brief description of activities and responsibilities			
{Position Title and Name}			0
Brief description of activities and responsibilities			
Fringe Benefits @ ( ) % or describe rate or method			
<b>TRAVEL</b>			
Total In-State Travel:			\$0
Out-of-State Travel:			
<b>EQUIPMENT (computer, communication, etc.)</b>			\$0
<b>SUPPLIES, MATERIALS and SERVICES (including phone bill, supplies, etc.)</b>			\$0
<b>CONTRACTUAL</b>			\$0
Contract with ( ) Company, for ( ) services.			
Contract with ( ) Company, for ( ) services.			
Contract with ( ) Company for ( ) services.			
<b>OTHER</b>			\$0
<b>TOTAL DIRECT CHARGES</b>			\$0
TOTAL INDIRECT CHARGES @ ___ % of Direct Expenses:			\$0
<b>TOTAL BUDGET</b>			\$0

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

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

( ) County

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

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

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

**Notes:**

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

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

( ) County

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

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

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

**Notes:**

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



ATTACHMENT 2  
TO PROGRAM ELEMENT #12  
WORK PLAN

**Suggested process for work plan development:**

1. Begin by listing all of the activities you regularly do in the preparedness program annually:
  - Meetings regularly attended and/or lead by local public health preparedness
  - Exercises, to include drills such as HAN tests, staff notification, Sat phone tests
  - Plan/procedure update and revision (whatever your cycle is for doing this)
  - Trainings, workshops, and community events.
2. List the activities that you have previously completed that you believe are important to repeat and/or activities you believe are important to do but haven't done because they haven't been supported by PE 12 requirements.
3. Gather the jurisdictional Hazard Vulnerability Assessment, the Health Consequences Analysis, the results of your capability assessment and improvement plans from past exercises and events.
4. Use these documents to develop a list of the activities necessary to maintain your current capabilities and to determine the areas where you need to build capability. Make sure you use the information from the HVA, HCA and the Capability Assessment to prioritize those capabilities necessary for you to have and maintain.
5. Fill in the following table (next page) with the activities you plan to do within the year (July 1 – June 30) to sustain the capability you currently have.
6. Add activities to the table to build the capabilities that you have determined are a priority.

You will develop your projected work plan for the upcoming program year. This will be reviewed with your liaison at mid-year and end of year. A work plan that includes updates through mid-year and year end will need to be provided to your liaison at the review.

Example Work Plan

Planned Activity (Sustain or Build)	Start Date	End Date	Expected Outcomes	Actual Outcomes	Capability	Gaps
<i>(see note a. below)</i> Example: Bio-hazard Detection System Table top exercise (Sustain)	<i>(b.)</i> 4/15/13	<i>(c.)</i> 6/15/13	<i>(d.)</i> Review of BDS response plans, recommendation for plan/procedure edits, agreement among response partners on roles and responsibilities	<i>(e.)</i>	<i>(f.)</i> Cap. 4 F1, Cap 6 F1-3, Cap 8 F 2-4	<i>(g.)</i> Cap 6 F1 Q1; F2 Q6;

**Explanatory notes for Example Work Plan (above):**

- a.* Describe in detail the activity and whether it is an activity to sustain or build capability
- b.* The proposed start date, this date to be updated to reflect when activity actually started
- c.* The proposed end date, this date to be updated to reflect when activity actually ended
- d.* Describe what you expect to achieve and/or the products you expect to develop from this activity
- e.* Describe what is actually achieved and/or the products created from this activity
- f.* Indicate the capabilities and functions within the capabilities that are addressed by this activity
- g.* Indicate the gaps identified in the capability assessment addressed by this activity
- h.* Indicate the local hazard with which this activity relates or mitigates
- i.* For use at mid-term and year-end reviews.

ATTACHMENT 3  
TO PROGRAM ELEMENT #12  
OHA ISSUED SATELLITE TELEPHONES

AGENCY TERMS and SHIPPING INFORMATION  
PLEASE READ CAREFULLY

ELIGIBLE ORGANIZATIONS:

- All Oregon Hospitals → (1) Iridium 9505A Kit + Phone
- All PHEP funded Oregon Tribes → (1) Iridium 9505A Kit + Phone
- All County Local Public Health Departments → (2) Iridium 9505A Kits + Phone\*\*  
\*\*Some exceptions apply.

INSTRUCTIONS:

1. Review the terms.
2. Complete the information below and sign.
3. Fax the signed form to 971-673-1307 Attention: Katie McLellan.
4. Your phone will be delivered as requested.

**!! Complete and return only one (1) form per agency and fax to: 971-673-1307!!**

Name of Tribe, hospital, or LPHA: \_\_\_\_\_

Name of Preparedness Coordinator in HAN:  
(Must be a HAN member) \_\_\_\_\_

Correspondent Contact Phone Number: \_\_\_\_\_

Correspondent Contact Email: \_\_\_\_\_

Delivery Preference (Circle only 1):

{Ground Ship} → Note state may opt to deliver in person.  
{Pick up at State Public Health HQ in Portland - PSOB}  
{Our PHEP Liaison or Regional Coordinator will deliver}

Ship to Address: (Organization) \_\_\_\_\_

(ATTN - name): \_\_\_\_\_

Address -line 1: \_\_\_\_\_

Address: -line 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

By signing below, my agency agrees to the terms listed on page 2 below. The individual(s) in the preparedness coordinator role in Oregon HAN will keep updated profiles and act as the single point of contact for the state and partners regardless of how my organization chooses to assign and deploy its phone(s).

Signature Authority: \_\_\_\_\_

Name and Title (printed): \_\_\_\_\_

Date: \_\_\_\_\_

PHEP SATELLITE TELEPHONE TERMS

All state satellite phones are provided under the following terms.

Failure to abide by these terms will result in service termination or return of the phone.

- I. All phones are for official use only (FOUO) for health and medical emergency response (ESF 8) training, testing exercise, and actual events in Oregon and neighboring states. All other use is strictly prohibited. Phone use is restricted to state public health officials, local health departments, hospitals, and tribes.
- II. Phones must be used for voice communication only and must not be used for data or faxing.
- III. Phone(s) remain property of the Oregon Health Authority (OHA) and are subject to the conditions of use related to state equipment and OHA Information Security Office Policy (ISO).
- IV. Access fees and minutes are paid in full by the state on a monthly basis through FY 2010. The master account will be audited every month to monitor use. Each phone has a minimum (10) minutes of charged talk time per month for testing, exercise and training. (Training may include use at off-site clinics where no cellular service is available in rural counties.) Use beyond (10) minutes must be related to health and medical response. Lack of testing may be cause for service termination or return of the phone.
- V. If an individual possesses a phone and resigns, retires, is terminated, or is deceased; the phone must be re-assigned within the organization within 24 hours and the associated HAN account must be updated.
- VI. All phones must successfully participate in 3 (of 4) annual notification drills (unless an actual event conflicts with the date of an exercise) run by the state public health preparedness program. Assigned users are expected, without exception, to call the State Public Health Agency Operations Center (AOC) using their satellite phone after an exercise HAN alert is sent. Specific details will be posted to HAN in folder "000 - HAN System Operations" in the satellite phone folders.
- VII. Individuals with an assigned phone must enter and maintain their satellite phone number in their Secure HAN user account under 'Alternate Satellite Phone Number.'
- VIII. Any individual assigned a satellite phone must be an active HAN user and trained at the HAN 101 level and keep an updated profile. The user must keep their satellite phone number updated in their HAN profile.
- IX. Phones assigned to LPHAs, tribe, or hospital phones are the responsibility of the individual listed in HAN as the "Preparedness Coordinator" (or Deputy Preparedness Coordinator, if applicable) role in each health department, tribe, or hospital. The individual in this role must act as the single point of contact for the phone(s) regardless of whether the phone is permanently issued to this person.
- X. The state will not replace or repair stolen, lost, or broken phones.
- XI. All phones, at all times, must be deployed, assigned, and maintained by a single individual; however, sharing the phone within your agency or organization is encouraged. The individual holding responsibility for each phone must be an employee of its respective organization. The phone voicemail should be configured and accessible to a shared group of users if the phone is intended to serve more than a single user.
- XII. All phone users must be trained in Iridium 9505A care and operation.
- XIII. Phones must be stored in secure location(s).
- XIV. Participating agencies will determine optimal deployment and storage locations.
- XV. Phones must remain in Oregon unless the responsible party is traveling or is deployed outside of Oregon.
- XVI. Phones must never be checked baggage on a commercial flight. They must be part of your carry-on baggage.
- XVII. Phones must never be stored in a vehicle where they are visible.
- XVIII. If a phone is stolen, lost, misplaced, or destroyed; the responsible individual must contact [HAN.OREGON@state.or.us](mailto:HAN.OREGON@state.or.us) or 971-673-1319 within 24 hours to ensure the service is suspended.

By signing below, my agency agrees to these terms.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTACHMENT 4  
TO PROGRAM ELEMENT #12

OR-IRIS AGREEMENT

**NOTE TO LPHA: THE FOLLOWING "ACCESS AGREEMENT"  
IS AN EXAMPLE ONLY – DO NOT COMPLETE OR SIGN]**

Agreement Number 000000

*State of Oregon  
Network and Information Systems  
Access Agreement*

*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 [dhsalt@state.or.us](mailto:dhsalt@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.*

*This Agreement is between the State of Oregon, acting by and through Oregon Health Authority, hereinafter referred to as "OHA" or "Grantor" interchangeably and...*

*LPHA Name  
Address  
City, ST Zip  
Phone number:  
Fax number:  
Email address:*

*...hereinafter referred to as "Agency" or "Receiver" interchangeably.*

*Access to be granted under this Agreement relates principally to OHA's*

*Name of Office, Program, etc.  
Address  
City, state, zip  
Agreement Administrator:  
Phone number:  
Fax number:  
Email address:*

1. **PURPOSE**

*The purpose of this Agreement is to define the roles and responsibilities of the parties when accessing information, networks, and systems of either party, to identify which party is receiving the access/information (Receiver) and which party is providing the access/information (Grantor), and to identify the information/system access required.*

2. **EFFECTIVE DATE AND DURATION**

*This Agreement shall become effective June 1, 2012 regardless of the date on which all parties have signed and shall remain perpetually effective until terminated. The parties agree to review and the Agreement as necessary every 2 years. Parties agree to amend the Agreement as necessary, and terminate the Agreement and all resulting access privileges when access is no longer necessary.*

3. **RESERVATION OF RIGHTS / TERMINATION**

*This Agreement may be terminated at any time by mutual consent of the parties.*

*This Agreement may be terminated by either party upon delivery of 30 days written notice of the other party.*

*Grantor of the access/information reserves the right to immediately revoke the Access granted through this Agreement for failure to comply with the requirements of this Agreement.*

*Grantor of the access/information reserves the right to terminate this Agreement or modify access to the information if there are changes or revised interpretations in federal or state laws, rules, regulations, or if Grantor has changes in policies that require such change.*

*The Receiver of the access/information agrees to provide the Grantor of the information/access, as requested, access to Receiver's officers, agents, LPHAs, subcontractors, employees, facilities and records necessary to determine:*

- *Receiver's compliance with the terms and conditions of this Agreement;*
- *Whether or not to continue to grant Access, in whole or in part, under this Agreement;*
- *Any additional information the Grantor of the information/access may require to meet any state or federal laws, rules and regulations regarding use and disclosure;*
- *Receiver's documentation of a written security risk management plan.*

*In the event the Receiver fails to abide with the above requirement, the Grantor of the information/access reserves the right to immediately revoke the access granted through this Agreement.*

4. **INDEMNITY / INSURANCE**

*OHA and Agency shall be responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Each party shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.*

5. **DOCUMENTS**

*This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:*

- A. *Exhibit A: Roles and Responsibilities*
- B. *Attachment 1: Scope of Access*

*There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.*

**6. CONFIDENTIALITY, PRIVACY, AND SECURITY**

**A. Confidentiality of Client Information**

- 1) *All information as to personal facts and circumstances obtained by the LPHA on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.*
- 2) *The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.*
- 3) *OHA, LPHA and any subcontractor will share information as necessary to effectively serve OHA clients.*

**B. Information Privacy/Security/Access**

*If the Work 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 subcontractor(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 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.*

**7. AGREEMENT CONTACTS**

**OHA:**            *Agreement Administrator:  
Public Health Division  
Address  
City, State Zip  
Phone number:  
Fax Number:  
Email:*

**LPHA:**           *LPHA Name  
Address  
City, OR Zip  
Phone number:  
Facsimile number:  
Email:*

8. **SIGNATURES**

*LPHA, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.*

*LPHA signature  
OHA signature  
OCP signature*

**EXHIBIT A  
ROLES AND RESPONSIBILITIES**

1. **DEFINITIONS**

- *“Access” means access to any combination of Client Records, Information Assets, and Network and Information Systems.*
- *“Client Record(s)” means any client, applicant, or participant information regardless of the media or source, provided by OHA to the LPHA.*
- *“User” means any individual authorized to access Network and Information Systems and who has an assigned unique log-on identifier.*
- *“Individual User Profile (IUP)” refers to an OHA form used to authorize a User, identify their job assignment and the required access to OHA Network and Information System(s). It generates a unique alpha/numeric code used to access the OHA Network and Information Systems. (NOTE: The LPHA may have a similar process to be used when granting OHA access to their information.)*
- *“Network and Information System(s)” is the computer infrastructure which provides personal communications; Client Records; regional, wide area, and local networks; and the internetworking of various types of networks.*
- *“Information Asset(s)” refers to all information provided through OHA, regardless of the source, which requires measures for security and privacy.*
- *“Incident” is a threat or event that compromises, damages, or causes a loss of confidential or protected information (e.g., unauthorized disclosure of information, failure to protect user IDs, theft of computer equipment or Client Records, etc.)*

2. **ACCESS CONTROL**

*Receiver agrees to keep the GIS Data Tool Secure.*

*If required for access, the Grantor agrees to promptly review requests, including forms such as the IUP, and will:*

- *Notify the Receiver of the approval or denial of its request for each User for whom Access has been requested;*
- *Provide any unique log-on identifier required for approved Access;*
- *Ensure that updates to approved inquiry processes and instructions are provided to LPHA.*

*Receiver agrees to complete any forms (such as the IUP) for each person for whom Access is requested. The original shall be kept in a secure location. The form shall be provided to the Grantor upon request.*

*No User shall access data or use the GIS tool for any purpose other than those specifically authorized under this Agreement.*

*Except as otherwise specified or approved by the Grantor neither the Receiver nor its Users shall modify, alter, delete, or destroy any Information Assets.*

*The Receiver shall immediately notify the Grantor when the Receiver, or its Users, no longer require Access whether due to changes in their individual duties or due to changes in the Receiver's programs covered under this Agreement.*

**3. SECURITY**

*The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in laws, rules, and regulations, and that are applicable to Users regarding the safeguarding, security and privacy of Client Records, all Information Assets, regardless of the media, and all Network and Information Systems.*

*The Receiver shall prevent any unauthorized access to the Grantor's Network and Information Systems by its Users. The Receiver shall ensure the level of security and privacy protection required in accordance with this Agreement is documented in a security risk management plan. The Receiver shall make its security risk management plan available to the Grantor for review upon request.*

*The Receiver shall maintain security of equipment and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced through this Agreement to prevent inadvertent destruction or loss, ensure proper disposal when the authorized use of that information ends, consistent with the record retention requirements otherwise applicable to this Agreement.*

**4. USER DISCLOSURE OF INFORMATION**

*Wrongful use or disclosure of Information Assets by the Receiver or its Users may cause the immediate revocation of the access granted through this Agreement, in the sole discretion of the Grantor, or the Grantor may specify a reasonable opportunity for the Receiver to cure the unauthorized use or disclosure and end the violation, and terminate access if the Receiver does not do so within the time specified by the Grantor. Legal actions also may be taken for violations of applicable regulations and laws.*

*The Receiver shall immediately report any Incidents involving Access addressed in this Agreement to the Grantor. The Receiver shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing a privacy or security Incident. This requirement applies regardless of whether the Incident was accidental or otherwise.*

*The Receiver and its Users shall comply with all federal and state laws, rules, and regulations applicable to the privacy, confidentiality, or security of Access, including HIPAA. The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in OAR 407-014-0300 through OAR 407-014-0320.*

*The use and disclosure of any Access is strictly limited to the minimum information necessary to perform the required services.*

**5. SUBCONTRACTING** *The Receiver shall ensure all subcontractors are held to the same requirements as the Receiver regarding Access.*

**6. COSTS** *Each party to this Agreement will bear their own cost, if any, related to obtaining Access.*

**ATTACHMENT #1  
SCOPE OF ACCESS**

*Contracting Business Entity (CBE) refers to any person, business, non-profit organization, tribe or governmental entity, which are contracted to provide and/or exchange services and/or products with DHS/OHA where an information exchange is required. OHA desires to share a copy of the GIS Data Tool developed by the Public Health Preparedness Program (PHEP) with the CBE for the purpose of CBE and its subcontractor(s) adding additional layers to the platform and to the layers PHEP has created.*

*It is the understanding of both parties that the GIS Data Tool will be used for our emergency preparedness planning, response and recovery activities. The parties agree to share data layers over time or upon request as a mutual resource.*

*CBE will grant OHA access to some or all of the data layers added to the GIS Data Tool, as agreed by both parties. The information in the GIS Data Tool is considered sensitive but unclassified, and shall be used for official use only.*

*Access and information flow will occur from:*

- DHS/OHA to CBE (i.e. CBE has access to DHS/OHA's Information Assets and systems)*
- CBE to DHS/OHA (i.e. DHS/OHA has access to CBE's Information Assets and systems)*
- Both of the above (i.e. information is exchanged both ways)*

*Information to be accessed includes:*

*PHI Personal Health Information (OHI), Personal Health Information (PHI) means information that relates to:*

- *The individuals past, present or future physical or mental health or condition,*
- *The provision of health care to the individual; or*
- *The past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for which there is a reasonable basis to believe it can be used to identify the individual.*

*Personally Identifiable Information (PII), Personal Identity Information (PII) means personally identifiable information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.*

*Financial Information*

*Information contains only de-identified Health Information (Do NOT check if PHI or PII is checked) de-identified health information means health information that does not identify an individual and with respect to which no reasonable basis exists to believe that the information can be used to identify an individual is not individually identifiable [as defined in 45 CFR § 164.514(a)].*

*Other information (describe): None of the above. Access to copy of GIS Tool, and to data and layers within the GIS Data Tool only (provided by OHA).*

*Systems to be accessed include:*

- E-Mail – DHS/OHA email account authorized. This authorizes the CBE to acquire DHS/OHA email accounts upon completed IUP for each individual, and requires signature by a DHS/OPHA manager.*
- Network – Network login authorized. This authorizes the CBE to acquire DHS/OHA Network Login IDs upon completed IUP for each individual, and requires signature by a DHS/OHA manager.*
- Other (Describe): Neither of the above.*

ATTACHMENT 5  
TO PROGRAM ELEMENT #12

RECOMMENDED PLANS

County EOP

ESF – 8

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

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

Public Health Specific Plans / Procedures

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

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

Public Health Operations

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

Volunteer Management Plan / Procedures

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

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

Biodetection System Response (only for Medford, Portland areas)

Continuity of Operations Plan

Supporting Documents

Public Health HVA / HRA

Mutual Aid Agreements

Vulnerable populations data

Adoption ordinance / documentation

Maintaining Preparedness

Training and Exercise Plan

Two exercises / year

Tribal Coordination (if applicable)

24/7 Contact Testing

HAN testing, staff assembly drills

Sat Phone Testing

Plan update schedule and documentation

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

**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 30<sup>th</sup> of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
  - b. LPHA must assure that its local tobacco program is staffed at the appropriate level depending on its level of funding, as specified in the award of funds for this Program Element.

- c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
  - d. LPHA must attend all TPEP meetings reasonably required by OHA.
  - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
  - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
  - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of the 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.** LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year shall not be eligible to receive funding under this Program Element during the next state fiscal year.



**Program Element #40: Family Health Services ("FHS") - Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") Services**

The funds provided under this Agreement for Program Element #40 must only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- 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 2, 3, and 4 below, are ancillary to basic WIC Services described in Section 1. In order to participate in the services described in Sections 2, 3, or 4, LPHA must be delivering basic WIC Services as described in Section 1. The requirements for WIC Services also apply to services described in Sections 2, 3, and 4.

**1. WIC Services.**

a. **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 Instruments 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.

b. **Definitions Specific to WIC Services.**

- i. **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 applicant Breastfeeding women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
- ii. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Oregon Health Authority (OHA), Public Health Division, Financial Assistance Award document, 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.
- iii. **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.

- iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- v. **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 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.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **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.
- ix. **Food Instrument:** A voucher, check, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- x. **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.
- xi. **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.
- xii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiii. **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.
- xiv. **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.
- xv. **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.

- xvi. **Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
  - xvii. **Postpartum Women:** Women up to six months after termination of a pregnancy.
  - xviii. **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.
  - xix. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
    - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
    - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
    - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
    - (D.) oversight and assurance of WIC Services integrity.
  - xx. **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.
  - xxi. **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.
  - xxii. **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.
- c. **Procedural and Operational Requirements of WIC Services.** 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:

**i. Staffing Requirements and Staff Qualifications.**

- (A.) LPHA must utilize a competent professional authority 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 re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority 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.
- (B.) 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 Department upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who has a master degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).

**ii. General WIC Services Requirements.** By utilizing OHA financial assistance to deliver WIC Program services, LPHA agrees to deliver these WIC services in accordance with the requirements set forth as follows:

- (A.) LPHA shall 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 0090, such U.S. Department of Agriculture directives as may be issued from time to time during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (B.) 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 shall 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 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (C.) 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 Certification Period, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) 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 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) 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 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment.. Each 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 Plan prior

to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this Agreement, in accordance with 7 CFR 246.11 (d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

(H.) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the percentage specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR 246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006..

(I.) **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 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

**d. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit the following written reports to OHA:

- i. Quarterly reports on (1) the percentage of its NSA Funds used for Nutrition Education activities and (2) the percentage used for Breastfeeding education and support.
- ii. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.

**e. Performance Measures.**

- i. LPHA shall 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.
- ii. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

**2. Special Supplemental Nutrition Program for Women, Infants and Children - Farm Direct Nutrition Program (FDNP) Services:**

- a. **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 WIC 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.

- b. **Definitions Specific to FDNP Services.** In addition to the definitions in Section 1.b. above, the following terms used in this Section 2 shall have the meanings assigned below, unless the context requires otherwise:
- i. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown 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.
  - ii. **Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
  - iii. **Farmers' Market Season or Season:** June 1 – October 31.
  - iv. **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.
  - v. **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' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
  - vi. **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.
  - vii. **Recipients:** WIC Participants who (1) are one of the following: pregnant women, Breastfeeding women, non-Breastfeeding Postpartum Women, infants 6 – 12 months old at any time during the Farmers' Market Season and children 1 – 4 years of age at any time during the Season and (2) have been chosen by the LPHA to receive FDNP Services.
- c. **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:
- i. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
  - ii. **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:

- (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs 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.
  - (B.) **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 Farmers' Market Client Education Requirements Policy in the WIC Manual.
  - (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
  - (D.) **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 607 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
  - (E.) **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 State FDNP coordinator if necessary. LPHAs 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 State FDNP Coordinator.
  - (F.) **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 agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Section 8 of Exhibit E of this Agreement.

**3. Breastfeeding Peer Counseling (BFPC) Services**

- a. **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 referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.
- b. **Definitions Specific to BFPC Services.**
  - i. **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.
  - ii. **LPHA Breastfeeding Peer Counselor Coordinator or 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.
  - iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
  - iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling 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. 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.
  - v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.
- c. **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:
  - i. **Staffing Requirements and Staff Qualifications.**
    - (A.) LPHA shall 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.

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

ii. **General Requirements for the BFPC Services.**

- (A.) **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.
- (B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.
- (C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.
- (E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to the agency and community.
- (F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participate in periodic conference calls sponsored by OHA.
- (H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.
- (I.) **Availability.** Peer Counselors shall be available to Participants who are part of their caseload by phone during non-clinic hours, such as evenings and weekends.
- (J.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (K.) **Calculation of BCP Services Time:** LPHA staff time dedicated to providing BCP Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.

- (L.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA breastfeeding promotion and support targets or its Nutrition Education requirement.
- (M.) **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 will cooperate with such OHA monitoring.
- (N.) **Performance Measures:**
  - (i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
  - (ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports to OHA:
  - (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
- iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

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

1. **General Description.** Family Planning Services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health Program is to provide these services through a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
  - a. **Ahlers & Associates:** Vendor for data processing contracted by the Oregon Health Authority, Reproductive Health Program.
  - b. **Client Visit Record (CVR):** Data collection tool for family planning encounters developed by HHS, Office of Population Affairs, Region X, Office of Family Planning, available from the OHA, Reproductive Health Program.
  - c. **Federal Poverty Level (FPL) Guidelines:** The annually adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
  - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide family planning services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
  - e. **Oregon Infertility Prevention Project (IPP):** A project funded by the Centers for Disease Control & Prevention (CDC) to control the spread of Chlamydia through the collaborative efforts of sexually transmitted disease clinics, reproductive health care providers, and public health laboratories.
  - f. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
  - g. **Title X Program Guidelines:** *Title X Program Guidelines for Project Grants for Family Planning Services* published by the Office of Population Affairs, Office of Public Health and Science, Office of Family Planning 2001.
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Guidelines for Family Planning, the Program Instructions, and the Oregon Health Authority, Office of Family Health, Reproductive Health Program Manual.

- a. **Title X Program Guidelines:** LPHA must: 1.) comply with the Federal Title X Guidelines for Family Planning, 2.) ensure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents, and 3.) comply with any subsequent program instructions issued by the Office of Population Affairs, including the following:
    - i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide Family Planning Services to the public.  
Citation 42 CFR 59.5 (b)(3)
    - ii. Provide a broad range of contraceptive methods as defined in the Federal Title X Guidelines for Family Planning Services and as specified by the OHA Reproductive Health Program.  
Citation 42 CFR 59.5 (a)(1)
    - iii. Provide an education program which includes outreach to inform communities of available services and benefits of family planning.  
Citation 42 CFR 59.5 (b)(3)
  - b. **Data Collection:** LPHA must collect and submit client data for each individual receiving any service supported in whole or in part with OHA funds provided under this agreement.  
Citation 42 USC 701-709
  - c. **Chlamydia Testing:** Unless this requirement is waived by OHA, LPHA shall participate in the Oregon Infertility Prevention Project for Chlamydia testing and adhere to that project's standards for identifying, screening and testing.  
Citation 42 CFR 59.5 (a)(1)
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this agreement, LPHA shall submit to OFH the following written reports:
- a. **Annual Plan for Family Planning 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.  
Title X Regulation 6.2
  - b. **Projected Budget for Family Planning Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.  
Citation 45 CFR 92.20
  - c. **Family Planning Program-Specific Revenue and Expenditure Report** must be submitted quarterly to the Office of Financial Services and to the Reproductive Health Program Office on the dates specified in Exhibit E Section 8 of this Agreement.

**5. Program Income**

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

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

1. **Purpose of MCAH Services.** Funding provided under the current Public Health Financial Assistance Agreement (the "Agreement") for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

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

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

2. **General Requirements**

- a. **Data Collection:** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], to the OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- b. **Administration:** LPHA shall not use more than 10% of the Federal Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].
- c. **Sliding Fee Scale:** If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. **Fees:** Use of any fees collected for these services shall be dedicated to such services.

e. **Medicaid Application:** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)].

f. **MCAH Funds**

i. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:

(A.) **MCAH/Title V Child and Adolescent Health Funds:** A minimum of thirty percent (30%) of the total LPHA Federal Title V Funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]).

(B.) **MCAH/Title V Flexible Funds:** The remainder of the total LPHA Federal Title V Funds are designated for program or services for women, infants, children and adolescents.

(C.) **MCAH/Perinatal Health State General Funds:** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).

(D.) **MCAH/Child and Adolescent Health State General Funds:** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.

(E.) **Federal Title V Funds:** Federal Title V Funds shall not be used as match for any federal funding source.

ii. **Babies First! (B1st!) and NFP Services.** State General Funds for B1st! shall be limited to expenditures for those services. MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in subsection 2.g.i., above,

iii. **School-Based Health Centers.** MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for School-Based Health Centers within limitations of subsection 2.g.i. above.

3. **MCAH Services Supported by MCAH Funds**

a. **Definitions Specific to this Section.**

- i. **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.
  - ii. **MCAH Flexible Funds:** Federal Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in 2.g.i. above.
- b. **Procedural and Operational Requirements.** All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i. LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. A Comprehensive MCAH Plan shall include:
    - (A.) Assessment of the health needs of the MCAH population
    - (B.) Goals, objectives, activities, and timelines
    - (C.) Evaluation plan to measure progress and outcomes of the Plan.
    - (D.) Projected use of MCAH Flexible Funds and other funds supporting Plan activities and goals
  - ii. ~~LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents.~~
    - (A.) Services administered by OHA include (but are not limited to):
      - (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 OMC Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.
      - (III.) Infant and child health services such as B1st<sup>+</sup> and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

- (IV.) Adolescent health services such as School-Based Health Centers; ; tee pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
  - (B.) LPHA may provide other MCAH services identified through the LPHA Comprehensive MCAH Plan and local public health assessment, and approved by OHA.
  - (C.) Subject to OHA approval and notwithstanding the provisions of sections 1., and 2.f. of this Agreement, LPHA may provide MICAH-related clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.
- i. A progress report on the goals and activities of the Comprehensive MCAH Plan must be submitted in conjunction with the Local Public Health Authority Annual Progress Report.
  - ii. 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).
    - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
    - (B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
  - iii. 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.
4. **Oregon MothersCare ("OMC") Services**
- a. **General Description.** OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free SafeNet (211 Info) telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

- b. **Procedural and Operational Requirements for OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i. LPHA must designate a staff member as its Oregon MothersCare Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's Oregon MothersCare Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
  - ii. LPHA must follow the Oregon MothersCare Protocols, as described in OHA's Oregon MothersCare Manual April, 2005, provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity case management, prenatal care, including dental care, and other services as needed by pregnant women.
  - iii. 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.
  - iv. LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
    - (A.) LPHA must provide follow up services to clients and women referred to LPHA by the SafeNet (211 Info) and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
    - (B.) LPHA must provide facilitated and coordinated intake services and referral to the following services: 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.
  - v. LPHA shall make available OMC Services to all pregnant women within the county. Special outreach shall be directed to Low-Income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. "Low-Income" means having an annual household income which is 185% or less of the federal poverty level ("FPL") for an individual or family.
  - vi. LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.

- vii. LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
  - viii. LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
  - ix. Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E 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 funds provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose.

#### **5. Maternity Case Management ("MCM") Services**

- a. **General Description.** Maternity Case Management ("MCM"), a component of perinatal services, includes assistance with health, economic, social and nutrition factors of clients which can negatively impact birth outcomes.
- b. **Definitions Specific to MCM Services.** Case Management, Case Management Visit, Client Service Plan, High Risk Case Management, High Risk Client, Home/Environmental Assessment, Initial Assessment, Nutritional Counseling, Prenatal/Perinatal Care Provider, and Telephone Case Management Visit have the meanings set forth in OAR 410-130-0595.
- c. **Procedural and Operational Requirements for MCM Services.** All MCM Services provided with funds under this Program Element as well as those provided through the Oregon Health Plan must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595.
- d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E, of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby.
  - i. 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).
    - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly;

however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.

- (B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
- ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- iii. 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.

#### 6. **Babies First! and Nurse Family Partnership (B1st!/NFP) Services**

- a. **General Description.** The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. The definition of "Public Health Nurses" and client eligibility criteria are provided in OAR 410-138-000
- b. **Procedural and Operational Requirements.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements
  - i. **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator
  - ii. **Home Visits.**
    - (A.) B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN must complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Home visits may also occur to carry out a nursing care plan. Screening and assessment 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 parent/child interactions.
      - (V.) An assessment of environmental learning opportunities and safety.
      - (VI.) An assessment of the child's immunization status.
      - (VII.) Referral for medical and other care when assessments indicate that care is needed.

- (B.) B1st!/NFP Services must be delivered in accordance with OAR 410-138- 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 National Service Office. ([http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP\\_Implement\\_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.
- iii. **Targeted Case Management.** LPHA, as a provider of Medicaid services, shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of HRI Services:
- i. 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).

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

**Program Element #43: Public Health Practice ("PHP") – Immunization Services**

The funds awarded under this Agreement for Public Health Practice services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services ("Immunization Services") as described in more detail below. All changes to Program Element 43 are effective upon receipt of grant award.

1. **General Procedural and Operational Requirements.** Use of any fees collected for purpose of Immunization Services shall be dedicated to and only used for payment of such Services.
2. **General Description.** 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. The services include direct services such as education about and administration of vaccines to vulnerable populations, as well as population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers who are providing vaccines to their client populations.
3. **Definitions Specific to Immunization Services.**
  - a. **317 Program:** A program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
  - b. **ALERT IIS:** Oregon Health Authority's state-wide immunization information system.
  - c. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Information about AFIX can be found at [www.healthoregon.org/vfc](http://www.healthoregon.org/vfc)
  - d. **Billable Doses:** Vaccine doses given to individuals who are insured for vaccines and can afford their insurer's co-pay or deductible.
  - e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
  - f. **Delegate Agency:** Immunization Provider providing Immunization Services pursuant to a subcontract of the LPHA for the purposes of providing immunization services to targeted populations.
  - g. **Enhanced Ordering Cycle (EOC):** A CDC process for ordering vaccines, where ordering frequency is linked to provider size, vaccine usage, and storage capacity.
  - h. **Exclusion Orders:** Orders notifying a parent or guardian of non-compliance with the School/Facility Immunization Law, available for review at <http://1.usa.gov/OregonSchool>
  - i. **[Reserved]**

- j. **Forecasting:** Determining vaccine doses that are due for an individual, based on individual's immunization history and age.
  - k. **Monthly Vaccine Report or MVR:** Monthly vaccine inventory report for vaccine accountability filled out by LPHA and submitted to Oregon Health Authority.
  - l. **Public Provider Agreement/Public Provider Profile:** Signed agreement, required by CDC, between Oregon Health Authority and any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement, including submitting an annual Public Provider Profile that enumerates the population seen by the LPHA. The Oregon Health Authority will maintain and have available for review the signed Public Provider Agreement and Public Provider Profile for Immunization Services at the Oregon Health Authority's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
  - m. **Service Areas:** Geographic areas in Oregon served by Oregon immunization providers.
  - n. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the Oregon Health Authority including, but not limited to, vaccine procured with federal and state funds. Federal funds support vaccines for the Vaccine for Children Program, an entitlement program that provides free vaccine to children 0 through 18 years who are American Indian/Alaskan Native, uninsured, underinsured and served in a public clinic or on Medicaid; and the 317 Program, a program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
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- o. **Surveillance:** The investigation, confirmation and reporting of communicable diseases and conditions.
  - p. **Vaccine Administration Record or VAR:** An Oregon Health Authority-approved record documenting immunization screening questions asked of an individual receiving a vaccine and the data of the vaccines administered to the individual.
  - q. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events to administered immunizations, available at <http://vaers.hhs.gov/index>
  - r. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine. Information about vaccine eligibility is available at the Oregon Health Authority website: [www.healthoregon.org/vfc](http://www.healthoregon.org/vfc)
  - s. **Vaccines for Children Program:** A Federal entitlement program that provides no-cost vaccines to children 0 through 18 years who satisfy one of the following criteria:
    - i. They are American Indian/Alaskan Native;
    - ii. They are uninsured;
    - iii. They are on Medicaid;

- iv. They are underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or
  - v. They are served by LPHAs that have sub-designation agreements with FQHCs/RHCs.
  - t. **Vaccine Information Statement or VIS:** Information statement about each vaccine that is produced by CDC.
  - u. **Vaccine Stewardship:** State law requiring all entities that administer vaccines to: 1) report all vaccine administration data to ALERT IIS; and 2) biannually confirm that at least two employees are trained and certified in vaccine storage, handling and administration (unless exempt under statute).
4. **Procedural and Operational Requirements.** All Immunization Services supported in whole or in part with funds provided under this Agreement or delivered with State-Supplied Vaccine/IG must be delivered in accordance with the following procedural and operational requirements:
- a. **State-Supplied Vaccine/IG.**
    - i. LPHA shall appropriately document in the Oregon Health Authority developed or approved VAR and report to the Oregon Health Authority the appropriate eligibility of the client for State-Supplied Vaccine/IG, using the list of codes and the Vaccine Eligibility charts provided by the Oregon Health Authority, Immunization Program, to the LPHA and posted on the website:  
*<http://1.usa.gov/ImmunizationProviderResources>*
    - ii. LPHA will be billed quarterly by the Oregon Health Authority for Billable Doses provided to those clients who are insured for vaccines and can afford their insurer's co-pay or deductible.
  - b. **Vaccine Management & Accountability.**
    - i. LPHA will comply with Vaccine Stewardship statute and rules, including: biennially certifying that at least 2 immunization staff are presently trained in vaccine storage, handling and administration training(s).
    - ii. LPHA shall track, store, and manage the supply and distribution of vaccine, according to OHA and CDC guidelines set forth in the Public Provider Agreement and the OHA's Standard Operating Procedures (SOP) posted on the website:  
*<http://1.usa.gov/ImmunizationProviderResources>* Procedures include but are not limited to the following:
    - iii. LPHA will designate one staff member as primary vaccine coordinator and at least one back-up vaccine coordinator to be responsible for all key vaccine management and accountability requirements per the Public Provider Agreement and SOP.

- iv. OHA-approved SOPs for routine and emergency vaccine routines shall be reviewed and updated annually by LPHA, or when there is a change in staff who have responsibilities specified in the plans.
- v. Routine and Emergency SOPs must include storage and handling plans that include guidance regarding: ordering vaccines; controlling inventory; storing vaccines & monitoring conditions (i.e., twice-daily temperature logging); minimization of vaccine wastage; proper vaccine stock rotation; vaccine receiving, packing and transporting; emergency contact information & event plans; and documentation of all routine and emergency events.
- vi. LPHA will have appropriate refrigeration units and temperature tracking equipment to store vaccine and maintain proper conditions. Certified 24-hour temperature tracking devices that meet NIST or ASTM standards are required to track temperatures in any refrigerator or freezers used to store vaccine. Whenever a refrigerator or freezer is found to be outside the acceptable temperature range, LPHA must call their State Immunization Health Educator at: (971) 673-0300, for resolution.
- vii. LPHA will follow all CDC and OHA cold chain requirements. This includes (but is not limited to): following all vaccine off-site transporting protocols and procedures; reporting and responding to vaccine expiration, wastage and compromised cold-chain events; returning all spoiled or expired state-supplied vaccines; prohibition of pre-drawing vaccines into syringes; and safeguarding of vaccines by providing facility security.

**c. Delegate Agencies.**

- i. All Delegate Agencies to which the LPHA supplies State-Supplied Vaccine/IG must agree to the requirements as spelled out in the County Delegate Agency Vaccine Certification "D", a copy of which is available from the OHA's Immunization Program at (971) 673-0300.
- ii. LPHA shall complete a County Delegate Agency Vaccine Certification "D" for every Delegate Agency biennially. This Certification "D", when executed by the LPHA and acknowledged and agreed to by a Delegate Agency, serves as the agreement between the LPHA and that Delegate Agency.
- iii. LPHA shall review each Delegate Agency on-site biennially using the Delegate Agency Review Tool, which OHA will provide to LPHA.

**d. Vaccine Administration.**

- i. Annually in accordance with a schedule determined by OHA in consultation with LPHA or as requested by OHA, LPHA shall submit a duly executed Immunization Program Public Provider Agreement and Public Provider Profile, both of which are requirements of CDC for any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement.

- ii. OHA will maintain and have available for review the signed Immunization Program Public Provider Agreement and Public Provider Profile at the OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- iii. All State-Supplied Vaccine/IG must be offered to appropriate clients and may only be administered in accordance with the current recommendations of the Department of Health and Human Services' Advisory Committee on Immunization Practices (ACIP) and OHA's Communicable Disease Summaries, as summarized in OHA's Model Standing Orders for Vaccines, and in accordance with the Standards for Child and Adolescent Immunization Practices and the Standards for Adult Immunization Practices. These documents and standards are available for review at: <http://1.usa.gov/ImmunizationProviderResources>
- iv. In connection with the administration of a vaccine, LPHA must:
  - (A.) 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.
  - (B.) Document administration of the immunization in a permanent file, including: vaccine name, date of administration, vaccine eligibility code, manufacturer and lot number, signature and title of the person administering the dose, address of clinic, date printed on the VIS, date the VIS was given, contraindication questions, and HIPAA/ALERT signature requirement. At a minimum, must retain OHA's "Vaccine Administration Record" or an OHA approved equivalent as documentation.
  - (C.) LPHA shall comply with state and federal statutory and regulatory retention schedules, available for review at OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232. In cases of claim or lawsuit arising out of the administration of vaccine to any individual, vaccine administration records must be retained until final disposition of the claim, including completion of any appeals.
  - (D.) LPHA shall not impose a charge for the cost of State-Supplied Vaccine/IG, except for Billable Doses. Vaccine charges for Billable doses must not exceed the Oregon Health Authority published price list.
  - (E.) LPHA shall not impose a charge for the administration of State-Supplied Vaccine/IG, except for Billable doses, in any amount higher than \$15.19 (per shot), the maximum fee established by Medicaid for the State of Oregon.
  - (F.) LPHA shall not deny administration of a VFC or 317 vaccines to a child seeking such vaccine due to the inability of the child's parent/guardian/individual of record to pay an administration fee. VFC and 317 administration fees must be waived if the client is unable to pay.

- e. **Immunization Rates and Assessments.** OHA shall provide annually to LPHA the AFIX rates and their population-based rates for the entire county. LPHA shall participate in annual AFIX quality improvement activities, and use these rate data to direct immunization activities.
  
- f. **Perinatal Hepatitis B Prevention.**
  - i. LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area. Case management, in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at: <http://1.usa.gov/PerinatalHepB> shall include, at a minimum:
    - (A.) Notification of the appropriate hospital infection control unit of any pending delivery by an HBsAg-positive pregnant woman who has been reported to the LPHA.
    - (B.) Enrollment of newborn into case management program and initial education and referral of HBsAg-positive mother and her susceptible household and sexual contacts for follow-up care including offering vaccination to all susceptibles.
    - (C.) If LPHA's service area is anywhere in Oregon excluding Washington and Clackamas counties, the LPHA is responsible for documentation of the infant's completion or status of the 3-dose hepatitis B vaccine series by 15 months of age and post-serological testing by 18 months of age. LPHA shall submit such documentation, as applicable, to the OHA at the time that each dose is administered to the infant and/or susceptible household or sexual contact and at the time that the testing is conducted.
    - (D.) If LPHA's service area is Multnomah County, the award of funds under this Agreement to LPHA for this Program Element will include funds to implement centralized case management work for the tri-county area, to include Clackamas, Multnomah and Washington counties. The funds awarded for centralized case management work will be identified by footnote in the award. LPHA shall use this portion of the award to fund a position responsible for tracking clients and reporting doses administered and testing completed.
  - ii. LPHA shall work with hospitals to promote the administration of Hepatitis B birth doses to all infants and Hepatitis B immune globulin (HBIG) and hepatitis B vaccines to infants born to HBsAg-positive women, and women whose HBsAg status is unknown.
  
- g. **Tracking and Recall.**
  - i. LPHA shall forecast shots due for a child eligible for Immunization Services using the ALERT IIS electronic forecasting system.

- ii. 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.
- h. **WIC/Immunization Integration.** LPHA must assist and support the efforts of OHA to provide WIC Services in compliance with the intent of the USDA Policy Memorandum #2001-7: Immunization Screening and Referral in WIC, available for review at OHA 's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- i. **Vaccine Information.** In connection with LPHA's administration of each vaccine, LPHA must:
  - i. Provide to the vaccine recipient (or the recipient's parent or legal representative if the recipient is a minor) a copy of CDC's current VIS.
  - ii. 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.
  - iii. Make the VIS available in another language (for example, Spanish), if there are significant numbers of individuals seeking vaccines for whom English is not their first language.
- j. **Outreach and Education.** LPHA must, during the state fiscal year, design and implement two educational or outreach activities in LPHA's Service Area (either singly or in collaboration with other community and service provider organizations) for parents and/or private vaccine providers designed to raise childhood and/or adult immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, but may not include special immunization clinics that provide vaccine for school children or flu prevention.
- k. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory Users Manual, and the Model Standing Orders for Vaccine, available for review at:
  - <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
  - <http://public.health.oregon.gov/LaboratoryServices>
  - <http://1.usa.gov/immunizationproviderresources>
- l. **Adverse Events Following Immunizations.** LPHA must complete and return a VAERS form to OHA if:
  - i. An adverse event immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>

- ii. OHA requests a 60-day and/or one year follow-up report to an earlier report adverse event; or
- iii. 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.

**m. Hepatitis B Screening and Documentation**

- i. LPHA shall 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.
- ii. LPHA shall work with hospitals within LPHA's Service Area selected by OHA to strengthen hospital-based screening and documentation of every delivering woman's hepatitis B serostatus.
- iii. LPHA shall, in accordance with a schedule determined by OHA in consultation with LPHA, develop and implement an action plan to work with hospitals identified by OHA or LPHA to improve HBsAg screening for pregnant women.
- iv. LPHA shall cause laboratories and health care providers to promptly report HBsAg positive pregnant women to LPHA.

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**n. School/Facility Immunization Law**

- i. 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>
- ii. LPHA shall complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools (K through 7th grade) within LPHA's Service Area. LPHA shall 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.

**o. Affordable Care Act Adult Immunization Grant**

- i. One time only funding.
- ii. All Oregon LPHAs will opt in by submitting an application outlining activities which needs to be approved by the Oregon Immunization Program.
- iii. All work for subsections (A) through (G) below is to be completed by June 30, 2014.
- iv. Funds cannot be expended on vaccine.

- (A.) LPHA shall establish partnerships with at least (number based on county population) pharmacies to initiate or increase influenza and/or Tdap adult immunization by 10% or more.
- (B.) LPHA shall develop or improve relationships with at least (number based on county population) non-healthcare employers with at least 50 employees with the goal of each employer offering at least one employee influenza and/or Tdap adult vaccination program.
- (C.) LPHA shall work with community health centers in their county (e.g. Federally Qualified Health Center or Rural Health Clinic) to expand adult influenza and/or Tdap immunization services. The work with each center will include a baseline assessment of patient population (by racial/ethnic group) and immunization coverage, followed by a measurement of change in vaccine uptake.
- (D.) LPHA shall work with at least (number based on county population) healthcare institutions to improve healthcare worker influenza vaccination rates. The work with each institution will include a baseline assessment of healthcare worker immunization coverage, followed by an annual measurement of change in vaccine uptake with a goal of increasing coverage by 10%.
- ~~(E.) LPHA shall work with long term care facilities (number based on county population) to increase employee influenza vaccinations by 10%, based on OHPR baseline data.~~
- (F.) LPHA shall submit project activities summary and grant-related expenditures to the Oregon Immunization Program Grant Coordinator on a monthly basis, dates to be determined by OHA.
- (G.) LPHA shall submit a final project report by June 30, 2014.

5. **Performance Measures.** LPHA shall meet the following performance measures:

- a. LPHA shall improve the 4<sup>th</sup> DTaP immunization coverage rate by one (1) percentage point each year and/or maintain a rate greater than or equal to 90%. [Compliance suspended for 2012/2013.]
- b. LPHA shall reduce their Missed Shot rate by one (1) percentage point each year and/or maintain the rate of  $\leq 10\%$ . [Compliance suspended for 2012/2013.]
- c. 95% of all state-supplied vaccines shall be coded correctly per age-eligibility guidelines.
- d. 80% of infants living in LPHA's Service Area exposed to perinatal hepatitis B shall be immunized with the 3-dose hepatitis B series by 15 months of age.

- e. 80% of all vaccine administration data shall be data entered within 14 days of administration.
- 6. Terms and Conditions Particular to LPHA's Performance of the Immunization Services.**
- a. LPHA shall reimburse OHA for the cost of wasted State-Supplied Vaccine/IG and/or Billables due to inadequate handling, including, but not limited to:
    - i. expiration
    - ii. theft/vandalism
    - iii. lack of thermometers
    - iv. power failure
    - v. faulty equipment used in the storage and shipment of State-Supplied Vaccine/IG from LPHA to OHA
    - vi. Delegate Agency which does not maintain the vaccine according to manufacturer standards.
  - b. OHA will issue one initial bill and up to two (2) follow-up bills for the cost of wasted State-Supplied Vaccine/IG and/or Billables for any one quarterly billing period. OHA will not fill future vaccine orders following the third bill until payment is received for the delinquent billing period.
  - c. LPHA must return to OHA, at LPHA's expense, all Styrofoam vaccine shipping containers received by LPHA from OHA.
  - d. LPHA shall cover the cost of mailing/shipping to parents all Exclusion Orders 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>
  - e. LPHA shall participate in State-sponsored immunization conference(s) and other training(s). LPHA shall receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State shall 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.
- 7. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit the following reports to OHA's Immunization Program:

- a. **Monthly Vaccine Report:** This report must be submitted with every order.
- b. **Vaccine Orders:** These orders must be submitted according to the Enhanced Ordering Cycle (EOC) assigned by OHA.
- c. A copy of the completed Delegate Review Tool and Certificate "D" for each Delegate Agency must be sent to OHA by the date determined by OHA in consultation with LPHA, but in any event within two calendar months of the date that LPHA receives the request from OHA for the completed Delegate Agency Review Tool and Certification "D".
- d. LPHA shall submit vaccine administration data within 14 days of vaccine administration to ALERT IIS via electronic data transfer or user interface. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- e. LPHA shall use the inventory module in ALERT IIS when available.
- f. LPHA shall complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.l. of this Program Element occur.
- g. LPHA shall complete and submit an Immunization Status Report as required in Section 4.n. of this Program Element.

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- h. LPHA shall complete and submit an annual immunization plan checklist. The annual checklist—and any required explanation—shall be due on May 1<sup>st</sup>, except in years for which an alternative due date is required by the Office of Community Liaison. Report format and county schedule is available for review at OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- i. LPHA shall submit a written corrective action plan for any unsatisfactory responses to high-priority questions stemming from the triennial review site visit.

**Program Element #44: School Based Health Centers (SBHC)****1. School-Based Health Center ("SBHC") Services****a. Definitions:**

**School-Based Health Center ("SBHC"):** A facility located on school grounds that delivers acute, chronic, preventive and mental health services to school-aged children and is certified in accordance with the OHA Standards for Certification for School-Based Health Centers.

**b. Procedural and Operational Requirements.**

- i.** The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.
- ii.** All SBHC Services must be delivered in accordance with the guidelines set forth in the 2010 Standards for Certification for SBHC, a copy of which is available from OHA or accessible on the Internet at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2010.pdf>

The 2010 Standards for Certification for SBHC includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency/Facility, Operations/Staffing, Laboratory, Clinical Services, Data Collection/ Reporting, and Quality Assurance.

- iii.** LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets the 2010 Standards for Certification for SBHC.
  - iv.** LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle.
- c. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall assure that all SBHC's in its county jurisdiction:
- i.** Submit annual client encounter data in a form acceptable to OHA and in accordance with the 2010 Standards for Certification for SBHC no later than July 15th for the preceding service year (July 1 –June 30), and
  - ii.** Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the 2010 Standards for Certification for SBHC no

later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

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

- iii. Submit annual SBHC Billing, Revenue and Funding data in the form acceptable to OHA no later than October 1<sup>st</sup> for the preceding service year (July 1-June 30). The current data collection form can be found at [www.healthoregon.org/sbhc](http://www.healthoregon.org/sbhc) in the folder titled SBHC Data Requirements
- iv. Submit annual SBHC hours of operation and staffing in the form acceptable to OHA no later than October 1<sup>st</sup> for the current service year. The current data collection form can be found at [www.healthoregon.org/sbhc](http://www.healthoregon.org/sbhc) in the folder titled SBHC Data Requirements.
- v. Submit completed annual patient satisfaction survey data no later than June 1<sup>st</sup>.
- vi. Implement a billing process for SBHC services
- vii. Complete the triennial National Assembly on School-Based Health Care SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at [www.nasbhc.org](http://www.nasbhc.org).

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

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

- (C.) By July 15, 2014, LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

**ii. Phase II (August 15, 2014-June 30, 2015) Strategic Planning**

- (A.) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2015. Sites must become certified by Spring 2015 to maintain current funding and to receive SBHC awards in accordance with the approved funding formula in effect and contingent on available funding. SBHC certification standards are available at: [www.healthoregon.gov/sbhc](http://www.healthoregon.gov/sbhc).
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning LPHAs. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

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

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

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

1. **Description and Purpose.** The purpose of the Safe Drinking Water (SDW) program is to reduce the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided under this program element include: assuring that water suppliers are informed of necessary actions to comply with drinking water monitoring and maximum contaminant level requirements; inspecting public water systems and assuring that identified deficiencies are corrected; and providing technical regulatory assistance to public water suppliers. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

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 and may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver the SDW services described in this Program Element Description.

b. Public drinking water systems addressed in this Program Element Description include community water systems, non-transient non-community water systems, and transient non-community water systems, serving 3,300 or fewer people and using ground water or purchased surface water sources only, and those activities specifically listed for non-EPA water systems using ground water sources only.

c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

**"91% of the population served by community water systems will receive water that meets all applicable health-based drinking water standards during the year"; and**

**"90% of the community water systems will provide water that meets all applicable health-based drinking water standards during the year."**

2. **Definitions Specific to the SDW Program.**

a. **Community Water System:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.

b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS is the state program that administers and enforces state and federal safe drinking water quality standards for all public water systems in the state of Oregon.

c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

- d. **Maximum Contaminant Level (MCL) Violation:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- e. **Non-EPA Water System:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- f. **Non-Transient Non-Community Water System (NTNWS):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- g. **OHA:** Oregon Health Authority
- h. **Priority Non-Complier (PNC):** Water systems with system scores of 11 points or more, including those whose system scores have dropped below 11 points but have unresolved MCL violations.
- i. **Professional Engineer (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- j. **Public Water System (EPA definition):** A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 connections or regularly serves at least 25 individuals.
- k. **Public Water System (Oregon definition):** A system for the provision of water for human consumption through pipes or other constructed conveyances with at least 4 service connections, or serves water to public or commercial premises that are used by an average of at least 10 individuals daily at least 60 days each year.
- l. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- m. **Regulated Contaminants:** Drinking water contaminants for which Maximum Contaminant Levels or Water Treatment Performance Levels have been established under Oregon Administrative Rule (OAR) 333-061-0030.
- n. **Safe Drinking Water Information System (SDWIS):** USEPA's safe drinking water information national database system.
- o. **System Score:** A point-based system developed by USEPA to assess overall compliance of water systems, based on unaddressed violations for monitoring periods ending within the last five (5) years.
- p. **Transient Non-Community Water Systems (TNCWS):** A public water system that serves a transient population of 25 or more persons.
- q. **USEPA or EPA:** United States Environmental Protection Agency.

- r. **Water Quality Alert:** A water quality sample report from the SDWIS data system that demonstrates contamination detection at a public water system and prompts further investigation and action to assure the system's drinking water meets all applicable standards.
- s. **Water System Information Form:** A report form to update information on a public water system for the purpose of maintaining a database inventory record that is current, accurate, and complete.
- t. **Water System Survey (Sanitary Survey):** An on-site review to evaluate the adequacy of the water system to provide safe drinking water. A water system survey must include the source of a public water system, the water intake, treatment system, storage and distribution facilities, operation and maintenance, water system records, and compliance with applicable drinking water regulations.

### 3. Procedural and Operational Requirements.

- a. **General Requirements.** 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:**
  - i. Respond to Emergencies: LPHA shall develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHA shall notify DWS in a timely manner of emergencies that may affect drinking water supplies.
  - ii. Conduct Independent Enforcement Actions: LPHA shall take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029 (traveler's accommodations), 333-030 (organizational camps), 333-031 (recreational parks), 333-039 (mass gatherings), 333-060 (public swimming pools), 333-062 (pools and spas), 333-150 (food sanitation-food establishments), 333-162 (commissaries and warehouses), and 333-170 (bed and breakfast facilities). LPHA shall report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
  - iii. Maintain and Use Drinking Water System Data Base: LPHA shall maintain access via computer to DWS's safe drinking water information system database (SDWIS). Access to DWS's drinking water system database is considered essential to carry out the program effectively. LPHA shall make timely changes to DWS's SDWIS database inventory records of public water systems to keep records current.
  - iv. Provide Technical Regulatory Assistance: LPHA shall provide technical regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHA shall respond to water system complaints received as appropriate or as referred by DWS.

- v. Investigate Water Quality Alerts: LPHA shall investigate all water quality alerts/detections of regulated contaminants at community, non-transient non-community, transient non-community, and non-EPA water systems. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct methods for issuing public notification as required and any needed advisory to users on protective action.
  
- vi. Conduct Water System Surveys: LPHA shall conduct a Water System Survey of each EPA public water system within LPHA's jurisdiction as scheduled by DWS: each community water system every three (3) years; and each non-transient non-community and each transient non-community water system every five (5) years. LPHA shall use the following procedure for conducting a Water System Survey:
  - (a.) Contact the subject public water system owner/operator to schedule an appointment and explain the information required to complete the water system survey.
  - (b.) Review the subject public water system file information, water quality history, and data base inventory information.
  - (c.) Conduct an on-site review of the water system source, treatment, storage and distribution facilities; review its operation, management, and compliance with regulations; and determine deficiencies, if any that could result in unsafe drinking water.
  - (d.) Complete water system survey forms.
  - (e.) Collect coliform sample(s) at LPHA's reasonable discretion and as otherwise directed by DWS.
  - (f.) Verbally inform the owner and operator of the subject public water system of any significant deficiencies identified, timelines that all deficiencies must be corrected by, and if a written corrective action plan must be submitted.
  - (g.) Verify that water system survey is complete.
  - (h.) Prepare cover letter using a template provided by DWS that identifies all significant deficiencies found, the timelines for correcting deficiencies, and when a corrective action plan is due.
  - (i.) Mail cover letter, water system survey report, and any coliform sample result(s) to the subject public water system.
  - (j.) Submit the cover letter, water system survey report, and any coliform sample result(s) to DWS.

vii. Resolve Priority Non-compliers (PNC): LPHA shall review the system score list provided by DWS at least monthly, and shall contact and provide assistance to all EPA community, non-transient non-community, and transient non-community water systems that are priority non-compliers (PNCs) as follows:

(a.) When a water system is designated as a PNC by DWS, LPHA shall take the following actions:

(1.) Contact the water supplier and discuss any unaddressed violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification.

(2.) Advise the owner/operator to carry out public notification as required by OAR 333-061-0042.

(3.) Submit public notices received and contact reports on LPHA follow-up actions to DWS.

(4.) Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its system score drops below 11 points and all MCL violations have been addressed.

(b.) LPHA shall review all persistent PNCs at five (5) months after being designated as a PNC to determine if the water system can be returned to compliance within three (3) months.

(c.) If the water system can be returned to compliance within three (3) months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.

(d.) If it is determined the water system cannot be returned to compliance within three (3) months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall notify the person(s) responsible for the subject water system's operation that formal enforcement has been requested.

viii. Conduct Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on identified significant deficiencies between surveys on EPA community, non-transient non-community, and transient non-community water systems to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction

and submit to DWS. If all deficiencies are not corrected, LPHA shall ensure the water system has an approved corrective action plan submitted to DWS to correct all deficiencies, per OAR 333-061-0076 (6)(b), (7), (8). Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (October 2009).

- ix. Track and Follow-up on Enforcement Actions: after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 days.
  - x. Inventory and Document New Water Systems: LPHA shall 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 shall provide the documentation to DWS within 60 days of identification of an uninventoried water system. Alternatively, LPHA may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.
- c. **Supplemental Services:** If LPHA has completed all Required Services above, LPHA may complete supplemental services listed below as resources allow:

- i. Resolve Violations for non-PNC Systems: LPHA may conduct work on EPA public water systems that are not PNC systems in the manner described in b. vii (a.) above for addressing PNCs. LPHA shall prioritize work on these systems according to the relative health risk involved with MCL violations the highest priority, and according to system classification with community water systems receiving the highest priority.
- ii. Conduct Engineering Plan Review Inspections: LPHA may, on request of DWS, inspect construction or major modifications of public water systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit to verify construction is completed in accordance with the approved plans. LPHA shall document the facilities checked and any differences between the constructed facilities and the approved plans. Documentation shall be forwarded to DWS within 30 days of the inspection.
- iii. Assist with Emergency Response Plan Development: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.
- iv. Conduct Other Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient public water system operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work

including a detailed task list and a listing of expected outcomes. DWS must approve the proposal for customized and negotiated work.

- d. **Requesting On-Site Assistance from DWS.** When on-site assistance from DWS is requested, LPHA is responsible for: scheduling DWS assistance, making arrangements to involve the water system operator, being present when DWS assistance is conducted in the field, and conducting follow-up work as necessary after the on-site assistance.
- e. **Staffing Requirements and Qualifications.**
  - i. LPHA shall develop and maintain staff expertise necessary to carry out the services described herein.
  - ii. LPHA staff shall maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
  - iii. LPHA shall 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.

**4. Documentation and Reporting Requirements.**

- a. **Documentation of Field Activities and Water System Contacts.** LPHA shall prepare and maintain adequate documentation of field activities and water system contacts as required to:
  - i. Maintain accurate and current public water system inventory information.
  - ii. Support formal enforcement actions.
  - iii. Describe current regulatory status of water systems.
  - iv. Evaluate the performance and effectiveness of the drinking water program.
  - v. Guide and plan program activities.
- b. **Minimum Standard for Documentation.** LPHA shall, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
  - i. Water system surveys and significant deficiencies.
  - ii. Water System Information (Inventory), Entry Structure Diagram, and Source Information updates.
  - iii. Field and office contacts in response to complaints, water quality alerts, PNCs, enforcement actions, requests for regulatory assistance, follow-up on water system survey deficiencies, and plan review follow-up.

- iv. Waterborne illness reports and investigations.
  - v. All correspondence with public water systems under LPHA's jurisdiction and DWS.
  - vi. Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems.
  - vii. Copies of public notices received from water systems.
- c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal safe drinking water program.
- d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
- e. **Additional Documentation and Reporting Requirements.**
- i. ~~LPHA must submit a work plan for the delivery of services under this Agreement and by a date determined by DWS. The plan must be approved by DWS prior to implementation. The plan must list all services intended to be provided to water systems over the two-year term of this Agreement and be categorized by the type of services and the number of each of the types of services proposed. Any change to a work plan must be approved by DWS and shall be implemented through an amendment to the current Agreement.~~
  - ii. By the 20th of each month LPHA must submit a report, as set forth in Attachment 1 to this Program Element Description, "Required Drinking Water Services Provided", detailing the work accomplished during the prior month. The report must list all services provided to water systems covered under this Agreement and include water systems' names and ID numbers, the services provided, and service dates. Services must be categorized by type and provide the number of each type of service.
5. **Performance Measures.** DWS will use three (3) performance measures to evaluate LPHA's performance as follows:
- a. **Complete 100% of water system surveys.** Calculation: number of surveys completed divided by the number of surveys required.
  - b. **Respond to 100% of alerts.** Calculation: number of alerts responded to divided by the number of alerts generated.
  - c. **Resolve or address 100% of PNCs.** Calculation: number of PNCs resolved and addressed divided by the total number of PNCs. A PNC is addressed when it is referred to DWS for formal enforcement.

6. **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 in a timely manner to LPHA.
  - b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - c. Sponsor at least one regional 4-hour workshop at three (3) locations at locations and dates to be determined by DWS to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - d. Provide LPHA with the following information from the public water system database:
    - i. Immediately: Alert data.
    - ii. Continuously: Listings of PNCs, updated monthly.
    - iii. Quarterly: Performance measure calculations.
    - iv. Continuously: Individual water system inventory and water quality data.
  - e. Support electronic communications and data transfer between DWS and LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
  - f. Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
  - g. Refer to LPHA all routine inquiries or requests for assistance received from public water system operators for which LPHA is responsible.
  - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
  - i. Prepare other actions against water systems as may be authorized or required by DWS.

Attachment 1 to Program Element #50: Safe Drinking Water (SDW) Program

**REQUIRED DRINKING WATER SERVICES PROVIDED 2013-15**

<b>LPHA:</b>		<b>MONTH:</b>		<b>YEAR:</b>	
<b>EMERGENCY RESPONSES</b>					
Date of Service		PWS #	PWS Name		ID #
<b>INDEPENDENT ENF. ACTIONS</b>					
Date of Service		PWS #	PWS Name		
<b>TECH/REG ASSISTANCE</b>					
Date of Service		PWS #	PWS Name		
<b>ALERTS</b>		# Alerts =			
Date of Service		PWS #	PWS Name		
<b>SURVEYS</b>		# Surveys =			
Date of Service		PWS #	PWS Name		
<b>PNCs RESOLVED</b>		# PNCs resolved =			
Date of Service		PWS #	PWS Name		ID #
<b>SURVEY FOLLOW-UP #1</b>		# All deficiencies corrected =			
Date of Service		PWS #	PWS Name		
<b>SURVEY FOLLOW-UP #2</b>		# On corrective action plan =			
Date of Service		PWS #	PWS Name		
<b>ENFORCEMENT TRACK &amp; F/U</b>		# All complete =			
Date of Service		PWS #	PWS Name		
<b>NEW WATER SYSTEMS</b>		# New Systems =			
Date of Service		PWS #	PWS Name		
<b>NOTES ON MONTHLY ACTIVITIES:</b>					

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

**EXHIBIT C**

**FINANCIAL ASSISTANCE AWARD AND  
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of the 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 Except Family Planning.)**
  3. **Oregon Health Authority Public Health Services Expenditure and Revenue Report (for FAMILY PLANNING ONLY.)**
  4. **Explanation of the Financial Assistance Award.**
-

FINANCIAL ASSISTANCE AWARD

State of Oregon  
Oregon Health Authority  
Public Health Division

<b>1) Grantee</b>		<b>2) Issue Date</b>	<b>This Action</b>
Name: Washington County Department of Health and Human Services		April 18, 2013	ORIGINALS
Street: 155 N. 1st Ave.		<b>3) Award Period</b> From July 1, 2013 Through June 30, 2014	
City: Hillsboro			
State: OR Zip Code: 97124			

**4) DHS Public Health Funds Approved**

Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			601,211 (a)
PE 02 Pub. Hlth. Emerg. Prep./City Readiness/(July-Aug 9)			
PE 02 Pub. Hlth. Emerg. Prep./City Readiness/(Aug.10-June)			
PE 03 TB Case Management			50,472
PE 07 HIV Prevention Services HIV Prevention Block Grant Services			178,927
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)			
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)			
PE 13 Tobacco Prevention & Education			291
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			1,931,768 (c,d)
PE 40 WIC – PEER Counseling FAMILY HEALTH SERVICES			137,100 (g,h)
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES			518,333 (e)
PE 42 MCH/Child & Adolescent Health – General Fund FAMILY HEALTH SERVICES			34,197 (b)

**5) FOOTNOTES:**

- a) Based on the certified population estimate of July 1, 2012. Prepared by the Portland State University Population Research center.
- b) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds ( such as Medicaid ).
- c) July -September grant is \$482,942 ; and includes \$18860 of minimum Nutrition Education; and \$23,575 for Breastfeeding Promotion.
- d) October-June grant is \$1,448,826 ; and includes \$289,765 of minimum Nutrition Education amount and \$70,726 for Breastfeeding Promotion.
- e) Please note that Chlamydia and High Cost Contraceptives funds have been folded into the Title X funds and are no longer a separate line item.
- f) Immunization Special Payments are funded by State General Fund and matched dollar for dollar with Medicaid.

**6) Capital Outlay Requested in This Action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon  
Oregon Health Authority  
Public Health Division

1) Grantee

Name: Washington County Department of Health and Human Services  
Street: 155 N. 1st Ave.  
City: Hillsboro  
State: OR Zip Code: 97124

2) Issue Date  
April 18, 2013

This Action  
ORIGINALS  
FY2014

3) Award Period  
From July 1, 2013 Through June 30, 2014

4) DHS Public Health Funds Approved

Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV – Child & Adolescent Health FAMILY HEALTH SERVICES			54,700 (b)
PE 42 MCH-TitleV – Flexible Funds FAMILY HEALTH SERVICES			127,633 (b)
PE 42 MCH/Perinatal Health – General Fund FAMILY HEALTH SERVICES			18,226 (b)
PE 42 Babies First FAMILY HEALTH SERVICES			57,702
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES			152,481 (f)
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES			600
PE 44 School Based Health Centers FAMILY HEALTH SERVICES			164,000
PE 50 Safe Drinking Water Program			38,333
<b>TOTAL</b>	0	0	4,360,961

5) FOOTNOTES:

- g) \$34,275 is the July through September funding to local agencies.
- h) \$102,825 shows October, 2013 through June 30th, 2014 funding portion to local agencies

6) Capital Outlay Requested in This Action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**OREGON HEALTH AUTHORITY  
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT  
For All Programs Except Family Planning**

Agency: \_\_\_\_\_

Program: \_\_\_\_\_

Period: July 1, \_\_\_\_\_ to \_\_\_\_\_

Please read instructions carefully.

YEAR TO DATE			
EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL
1. Personal Services (Salaries and Benefits)			
2. Services and Supplies			
3. Capital Outlay			
4. <b>TOTAL EXPENDITURES (see Note 1)</b>			
5. <b>Less Total Program Income (see Note 2)</b>			
6. <b>TOTAL REIMBURSABLE EXPENDITURES</b>			
WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:			
Client Services		Nutrition Education	
Breastfeeding Promotion		General Administration	
YEAR TO DATE			
PROGRAM INCOME/REVENUE			
1. Revenue from Fees			
2. Donations			
3. 3rd Party Insurance			
4. Other Program Income			
5. <b>TOTAL PROGRAM INCOME</b>			
6. Other Local Funds (Identify)			
6a.			
6b.			
7. Medicaid			
8. Volunteer and In-Kind (estimated value)			
9. <b>TOTAL REVENUE</b>			
I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.			
PREPARED BY _____	PHONE _____	AUTHORIZED AGENT _____	DATE _____

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

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

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report FORM NUMBER: 23-152

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

**WHERE TO SUBMIT:** Submit original to *Contracts Payable, Department of Human Services, 500 Summer St. N.E. E-9L, Salem, OR 97301, FAX (503) 947-2313 OR Email to: OFS-Contract.Invoices@dhsosha.state.or.us*

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

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

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

**A. EXPENDITURES**

Enter cumulative expenditures in appropriate column.

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

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

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

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

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

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

**B. REVENUES**

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

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

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

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

Form Number: 23-152

Revised April 2013

**OREGON HEALTH AUTHORITY  
PUBLIC HEALTH SERVICES  
REVENUE AND EXPENDITURE REPORT  
FOR FAMILY PLANNING ONLY**



Agency : \_\_\_\_\_

Period : \_\_\_\_\_

**Please read the instructions on the reverse side of this form carefully**

PE 41 Family Planning Grant Expenditures	Fiscal Year-to-Date
Personal Services (Salaries & Benefits)	
Services and Supplies	
Capital Outlay	
<b>Total PE 41 Expenses</b>	<b>\$0.00</b>
PE 41 Family Planning Grant Revenue	Fiscal Year-to-Date
Title X State Family Planning Grant Payments	
Title X Program Income:	<b>\$0.00</b>
a. Client Fees – Self-Pay	
b. Donations	
c. Third Party Insurance Reimbursement	
<b>Total PE 41 Revenue</b>	<b>\$0.00</b>

Other Revenue (Required by Grantor)	Fiscal Year-to-Date
Medicaid / OHP	
CCare	
County General Funds	
In-kind	
Other (please identify)	
<b>Total Other Revenue</b>	<b>\$0.00</b>

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

\_\_\_\_\_  
PREPARED BY

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
AUTHORIZED AGENT

\_\_\_\_\_  
DATE

## Instructions for Completing the Family Planning Revenue and Expenditure Report

You must use this form to report on your Oregon Health Authority Title X Family Planning Grant. If reporting on a Family Planning special project or directed supplement funds, you must submit an additional separate Revenue and Expenditure Report for Family Planning.

### When to Submit

Expenditure reports are due 25 days following the end of each 3, 6 and 9-month quarter (10/25, 1/25, 4/25) and 50 days after the fiscal year (8/25). If expenditure reports are not received by the 25<sup>th</sup> payments will be delayed until correctly completed reports have been received.

### Where to Submit

Submit Original to: Contracts Payable, Department of Human Services, 500 Summer Street NE E-91, Salem, OR  
FAX (503) 947-2313, OFS-Contract.Invoices@dhsosha.state.or.us

Submit Copy to: OHA Reproductive Health Program, 800 NE Oregon St. #370, Portland, OR 97232  
FAX (971) 673-0278, judith.andreasen@state.or.us

### Instructions

**PE 41 FAMILY PLANNING EXPENDITURES:** Please submit the expenditures for your Title X program services. Use a second separate form to report expenditures against special project funds.

**Personal Services:** Salaries are to be reported in total. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period except the final period, which must show exact yearly expense. Federal guidelines (OMB Circular A-87) require the maintenance of adequate time/activity reports if an individual is paid from grant funds.

**Services and Supplies:** Total all services and supplies expenditures purchased with the grant funds.

**Capital Outlay:** Capital outlay is defined as an expenditure for an item with a purchase price in excess of \$5,000 and a life expectancy greater than one year. It is necessary to itemize all capital outlay by cost and description. If additional space is needed for capital outlay, record the total outlay on Line 4 and attach an addendum to the report.

Federal regulations require that capital equipment (i.e., desks, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property acquired with grant funds shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulations (CFR) Part 92.32 and Part 74.34.

**PE 41 FAMILY PLANNING REVENUE:** Report revenues that support this program on the appropriate lines.

**Title X State Family Planning Grant Payments:** Title X payments received by the state Reproductive Health Program.

**Title X Program Income** (45CFR Post-Award Requirement): Program income means gross income received by the grantee directly generated by a grant supported activity. Add lines A – B to calculate program income. Be sure that you are reporting on the cumulative year-to-date.

**OTHER REVENUE:** The Office of Population Affairs requires grantees to report all Family Planning program revenue. If your program receives monies from Medicaid/OHP, CCare, County General Funds, and/or In Kind you must complete those sections.

**CERTIFICATE:** The signature of the authorized agent is required to indicate his/her approval of the report.

## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

### 1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) the name and address of the LPHA; (2) 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, the number of the revision; and (3) 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 1.c. 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.
- b. **Funds Approved.** This section contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for 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 the Agreement is listed by its Program Element code 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 code, 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:~~
  - i. **Column 1, Program Element:** This column will contain the Program Element name and code 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 code 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.
  - ii. **Column 2, Previous Award:** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of the amendment. 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.

- iii. **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 the amendment. 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.
- iv. **Column 4, New Financial Assistance Award:** The amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.
- c. **Footnotes:** This section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "New Grant Award" column of the "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.
- d. **Capital Outlay Requested in This Award 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:
  - i. **Program Element Service:** 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.
  - ii. **Item Description:** The information presented in this column indicates the specific item that LPHA is authorized to acquire.
  - iii. **Cost:** The information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

iv. **Program Approval:** The presence of the initials of an OHA official approves 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. 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.

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**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.)

1. **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.
2. **LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
  - a. Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).
  - b. Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
  - c. Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
  - d. 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.
  - e. Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
  - f. Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section 3.c. "OHA Responsibilities."
  - g. 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.
  - h. 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.
  - i. 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 Sec 2.h. above.

**3. OHA Responsibilities. OHA shall:**

- a. 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.
  - b. Provide technical assistance to LPHAs.
  - e. 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.
  - d. If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
  - e. Issue final orders for all such case hearings.
  - f. Pursue, within the guidelines provided in the Act and OAR 333-015-0070 – OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.
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OREGON HEALTH AUTHORITY  
2013-2015 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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:
    - i. At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
    - ii. OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
    - iii. After providing LPHA 30 days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under Section 8 of this Exhibit E or that otherwise are not submitted in a timely manner or are incomplete or inaccurate subject to Exhibit C, Sections 2, 3, or 4. 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:
    - i. No LPHA default as described in Section 12 of this Exhibit has occurred.
    - ii. LPHA's representations and warranties set forth in Section 2 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.**

**i. 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 Section 1.c.ii. 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 Section 1.c.iii.

**ii. 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.ii.(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 Section 1.c.ii.(C) 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 Section 1.c.ii.(B), 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 Section 1.c.ii.(C), 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 .

**iii. 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 Section 1.c.iii.(C) below; or
- (iii) Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.iii.(B) below.

If LPHA fails to respond within the time required by this Section 1.c.iii.(A), OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.iii.(C) below.

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

(i.) **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 13.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this Section 1.c.iii.(B)(i.) 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 Section 1.c.iii.(C) below. If OHA and LPHA continue to disagree as to whether or not there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(ii.) **Appeal from Federal-Identified Misexpenditure.**

(a) If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 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 Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. 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 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 Section 1.c.iii.(C) 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 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 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 Section 1.c.iii.(C) 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 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 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 Section 1.c.iii.(C) below.
- (d) Notwithstanding Section 1.c.iii.(A)(i.) through 1.c.iii.(A)(iii.), if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing 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:

- (1) 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.
- (2) For purposes of this Section 1.c.iii.(B)(ii.)(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
- Deputy Public Health Director
- Office Administrators for the Director or Deputy Director

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.

- ~~(3) 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.~~
- (4) 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.
- ~~(5) 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.~~
- (6) 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.

- (7) 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 Section 1.c.iii.(B)(i.) or (ii.), 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 Section 1.c.iii.(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 Related to Parties Rights/Obligations With Respect to Underexpenditures and Misexpenditures.**

- ~~i.~~ LPHA shall cooperate with OHA in the Agreement Settlement process.
- ii. 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.
- iii. 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/ 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. Representations and Warranties.

a. LPHA represents and warrants (subject to the limitations of Article XI, §10 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:

- i. **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.
- ii. **Due Authorization.** The making and performance by LPHA of this Agreement (1) have been duly authorized by all necessary action by LPHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of a court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (3) 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.
- iii. **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.
- iv. **Services.** To the extent 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. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- c. OHA represents and warrants (subject to the limitations of Article XI, §7 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:
- i. **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. **Due Authorization.** The making and performance by OHA of this Agreement (1) have been duly authorized by all necessary action by OHA and (2) 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 (3) 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.
  - iii. **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.

3. **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.

4. **Provider Contracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 5 of this Exhibit E, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

5. **Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
6. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Oregon Secretary of State's office, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
- b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination 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 Office of Management and Budget (OMB) Circular A-87 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 OMB Circular A-122.
- 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 and 42 CFR Part 2. 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.

7. **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 or delivered in connection with the Program Element services and all Provider Contracts related to this Agreement.

8. **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 days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 days following the end of the fourth quarter (or 12 month period) the following reports:
- a. A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of the Agreement. Each report, (other than reports for PE 41 "Family Planning") must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report for All Programs Except Family Planning."
  - b. Expenditure reports for PE 41, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority Public Health Division Expenditure and Revenue Report for Family Planning Only", if LPHA expended financial assistance disbursed hereunder for PE 41 during the quarter.

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance

disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

9. **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 Section 14 of this Exhibit E or (c) termination by LPHA, in accordance with Section 14 of this Exhibit E, of LPHA's obligation to include that Program Element in its public health program.

10. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

11. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual [www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t](http://www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

12. **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 (i) 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, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy

Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) 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 (viii) 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 (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets, or (iii) 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).

**13. 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 by OHA in connection herewith that are reasonably relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

**14. 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:
- i. 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;
- ii. Upon 45 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;
- iii. Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as LPHA may specify in the notice; or

- iv. 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:
  - i. 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;
  - ii. Upon 45 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 Oregon Legislative Assembly or Emergency Board reduces the 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 days from the date the action is taken;
  - iii. 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;
  - iv. Upon 30 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 day period or such longer period, if any, as OHA may specify in the notice;
  - v. Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Provider to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or

- vi. Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Providers have endangered or are endangering the health or safety of an LPHA Client or others.

**15. 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 (a) 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 (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 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 (a) 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 (b) 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 (1) 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 (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 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, LPHS shall have no further obligation under this Agreement to provide that Program Element service.

- d. **Disbursement Limitations.** Notwithstanding subsections a. and b. above, under 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 14 of this Exhibit E or termination of this Agreement 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 Sections 17 and 18 below. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 14 of this Exhibit E 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 Section 14 of this Exhibit E 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 Section 14 of this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
16. **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.
17. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination.** If, after termination of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it

wishes to engage in a dispute resolution process, LPHA and OHA's Assistant Administrator shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this Section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under Section 18 below.

18. **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.
19. 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.
20. **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:
    - i. Network
    - ii. Personal Computer
    - iii. Printer/Plotter
    - iv. Server
    - v. Storage
    - vi. 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:
    - i. description of the Equipment;
    - ii. serial number;
    - iii. where Equipment was purchased;

- iv. acquisition cost and date; and
  - v. location, use and condition of the Equipment
- c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Provider for that Provider's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Provider, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with 45 CFR 92.32 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

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

EXHIBIT F

STANDARD TERMS AND CONDITIONS

1. **Counterparts.** This Agreement 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 so executed shall constitute an original.
2. **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, "Claims") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. 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, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. 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.**
3. **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, regulations and executive orders to the extent they are applicable to the Agreement: (a) 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; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
4. **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 assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
5. **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.
6. **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.
7. **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 the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
8. **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.
9. **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 the Agreement to the extent possible, consistent with the public interest.
10. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other party as those terms are used in ORS 30.265 or otherwise.
11. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF

ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OF ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

12. **Ownership of Intellectual Property.**

a. **Definitions.** As used in this section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- i. "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
- ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Provider in connection with the Program Element services. With respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the 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 12.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 12.b.(1).

c. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

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

13. **Force Majeure.** Neither OHA nor LPHA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or LPHA, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each 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. **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.

15. **Indemnification by LPHA Contractors.** LPHA shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorney's 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 contractor 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 Indemnatee, be indemnified by the contractor from and against any and all Claims.

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EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions as may be amended from time to time, LPHA shall comply and, as indicated, require all Providers and 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 Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate

regional office of the Environmental Protection Agency. LPHA shall include and require all Providers to include in all subcontracts with Providers receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this section.

4. **Energy Efficiency.** LPHA shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 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: 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 the United States 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.
  - a. 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 United States 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.
  - b. ~~The LPHA shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.~~
  - c. 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 as amended. 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.
  - d. 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 or legislative body, except in presentation to 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, except in presentation to the executive branch of any state or local government itself.

- e. No part of any federal funds paid to LPHA under this Agreement shall be used to the salary or expenses of any grant or contract recipient, or agent acting for a 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.
- f. 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.
- g. 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. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. LPHA shall determine if LPHA will have access to, or create any Protected Health Information (PHI) in the performance of any Work or other obligations under this Agreement. To the extent that LPHA will have access to, or create any PHI to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, LPHA shall comply and cause all Providers and sub-contractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between OHA and LPHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Contractor is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, LPHA shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or

by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.

- 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 EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
- c. Consultation and Testing. If LPHA reasonably believes that LPHA 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.
7. Resource Conservation and Recovery. LPHA shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. Audits.
- a. LPHA shall comply, and require all Providers to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited to, OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. Debarment and Suspension. LPHA shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and LPHAs 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.
10. Drug-Free Workplace. LPHA shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's

workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; 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) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA 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.

11. **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.).
12. **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 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 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 431.107(b)(4), and 42 CFR 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, contractors 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).
13. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act (ADA) 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.
14. **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.
15. **Disclosure.**
- a. LPHA shall comply with the provisions of 42 CFR 455.104 which 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. LPHA shall comply with the provisions of 42 CFR 455.434 which requires a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 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.

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EXHIBIT H

REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Provider may not expend on the delivery of \_\_\_\_\_ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
  - c. Provider may expend funds paid to Provider under this Contract only in accordance with federal OMB Circular A-87 as that circular is applicable on allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
  - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the above period, Provider shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with Office of Management and Budget (OMB) Circular A-87 and, when required by LPHA, utilize

time/activity studies in accounting for expenditures of funds paid to Provider under Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with OMB Circular A-122.

- d. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.
3. **Alternative Formats of Written Materials.** In connection with the delivery of services, Provider shall:
- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority's written policies made available to Provider.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, LPHA's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

4. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent

that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

6. **Independent Contractor.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Provider shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.

**8. Required Provider Insurance Language.**

- a. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
  - b. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
9. **Subcontracts.** Provider shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

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

EXHIBIT I

PROVIDER INSURANCE REQUIREMENTS

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

**TYPES AND AMOUNTS.**

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

Required by OHA     Not required by OHA.

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

B.O. 14-172

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

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

3. **COMMERCIAL GENERAL LIABILITY**

Required by OHA  Not required by OHA.

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

**Bodily Injury, Death and Property Damage:**

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

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

4. **AUTOMOBILE LIABILITY INSURANCE**

Required by OHA  Not required by OHA.

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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