

15 JUN 18 P4:26

Lucy Flores Mendez

From: Silas Halloran-Steiner
Sent: Friday, May 29, 2015 8:59 AM
To: Mary Starrett; Laura Tschabold
Cc: Lindsey Manfrin; Margaret Jarmer; Terry Malay; Lucy Flores Mendez
Subject: Board Consideration: Amendment 16 to 2013/2015 LPHA 142033
Attachments: 142033-16 exe.pdf

Hi Mary and Laura,

Attached is amendment #16 to our Local Public Health Authority agreement with the Oregon Health Authority containing a \$956 to supplement our Preparedness Program to address Ebola effective July 9, 2014 through June 30, 2015. Funding is targeted to address Public Health Preparedness capabilities including community preparedness, epidemiological investigations, laboratory testing, non-pharmaceutical interventions, responder safety and health, emergency public information warning / information sharing and medical surge. This amount was not included in our 2014-2015 HHS Adopted budget but we have sufficient expense authority.

I recommend the Board ratify this amendment which I signed on April 27, 2015. Please let me know if you have any questions.

Lucy, please place this amendment on next week's Board Agenda for approval.

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department
Phone: (503) 434-7523
Cell: (503) 435-7572
Fax: (503) 434-9846
627 NE Evans
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

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From: THIES Connie [<mailto:connie.thies@state.or.us>]
Sent: Thursday, May 28, 2015 3:08 PM
To: Silas Halloran-Steiner; Terry Malay
Cc: PERKINS Meredith
Subject: Executed 2013/2015 LPHA

May 28, 2015

Accepted by Yamhill County
Board of Commissioners on

4.4.15 by Board Order
15-158

Yamhill County Public Health
Attn: Silas Halloran-Steiner
412 NE Ford Street
McMinnville, Or 97128

RE: Agreement #:142033-16

Attached is a copy of the above-referenced document for your records. All required approvals have been obtained for the above referenced Agreement with the State of Oregon, acting by and through its Department of Human Services and Oregon Health Authority.

Thank you for your assistance. If you have any questions about the contracting process, please call the contract specialist, Phil McCoy at (503) 945-5868.

Sincerely,
Connie Thies
Department of Human Services
Office of Contracts & Procurement
250 Winter St NE
Salem, OR 97301

Attachment(s)

c: File
Meredith Perkins

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

Agreement #142033

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

This Sixteenth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2013 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County, acting by and through its Yamhill County Public Health ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Yamhill County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement; and,

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Exhibit B "Program Element Descriptions" is amended as follows:

Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 is hereby added as set forth in Exhibit 1 "Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" attached hereto and incorporated herein by this reference.

2. Section 1 of Exhibit C entitled "Financial Assistance Award", "Financial Assistance Award for the period July 1, 2014 to June 30, 2015" only of the Agreement is hereby superseded and replaced in its entirety by Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.

3. The current total award amount as of this Amendment is: \$1,579,435.00.

Accepted by Yamhill County
Board of Commissioners on

6.4.15 by Board Order
15-158

4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
8. This Amendment becomes effective on the date of the last signature below.

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EXHIBIT 1

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

1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address Public Health Preparedness Capabilities including but not limited to:
 - (1) Community Preparedness,
 - (2) Public Health Surveillance and Epidemiological Investigation,
 - (3) Public Health Laboratory Testing,
 - (4) Non-Pharmaceutical Interventions,
 - (5) Responder (Worker) Safety and Health
 - (6) Emergency Public Information and Warning/Information Sharing, and
 - (7) Medical Surge.

2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. **Budget Period:** Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 9, 2014 through June 30th. The funding period for the PHEP Ebola Supplement is 18 months. (Fiscal Year (FY) 2016 (07/15-06/16) and FY 2017 (07/16-09/16)).

Note: retroactive funding for PE 09 has been authorized by the CDC to July 9, 2014.

- b. **CDC:** the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. **CDC Public Health Capabilities:** as described online at:
<http://www.cdc.gov/phpr/capabilities/>
- d. **Health Security, Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American tribes to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- e. **Public Health Emergency Preparedness (PHEP):** local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

3. **General Requirements.** All of LPHA's PHEP Ebola Supplement 2 services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. Non-Supplantation. Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. Use of Funds. Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities (Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.
 - c. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.

4. **Budget and Expense Reporting.**

- a. Proposed Budget for Initial Award Period (July 9, 2014 – June 30, 2015). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by May 1, 2015**, a budget, based on actual award amounts, detailing LPHA's expected costs to operate its PHEP Ebola Supplement 2 program during the initial award period.
- b. Actual Expense to Budget for Initial Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 15, 2015** the actual expenses for operation of its PHEP Ebola Supplement 2 program during the initial award period.
- c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
- d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the "Capital Equipment" line item category.

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2015

County _____

July 9, 2014 - June 30, 2015

	Proposed	Actual	3 Mos Total
PERSONNEL		Subtotal	\$0.00
	Annual Salary	% FTE	
<i>(Position Title and Name)</i>	\$0	0.00%	\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
	\$0	0.00%	\$0
	\$0	0.00%	\$0
Fringe Benefits @ ()% of describe rate or method			\$0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)	\$0		\$0
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0		\$0
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)			\$0
			\$0
			\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)			\$0
	\$0		\$0
	\$0		\$0
CONTRACTUAL (list each Contract separately and provide a brief description)			\$0
			\$0
			\$0
OTHER			\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses:	\$0		\$0
TOTAL BUDGET:			\$0

Date, Name and phone number of person who prepared budget

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2015

_____ County

Period of the Report July 9, 2014-June 30, 2015)

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

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

Notes:

ATTACHMENT 2
TO PROGRAM ELEMENT #09 - WORK PLAN
[RESERVED]

**Attachment 1 to Amendment #16 to Agreement #142033
Financial Assistance Award for the period July 1, 2014 to June 30, 2015**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
1) Grantee Name: Yamhill County Public Health Street: 412 N. Ford Street City: McMinnville State: OR Zip Code: 97128		2) Issue Date April 17, 2015	This Action AMENDMENT FY2015
		3) Award Period From July 1, 2014 Through June 30, 2015	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	111,288	0	111,288
PE 03 TB Case Management	3,049	0	3,049 (g)
PE 09 Public Health -- Ebola -- Emergency Preparedness	0	956	956
PE 12 Public Health Emergency Preparedness	94,086	0	94,086
PE 13 Tobacco Prevention & Education	202,494	0	202,494
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	61,884	0	61,884 (a,h)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	6,919	0	6,919 (b,e)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	6,177	0	6,177 (b,f)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	14,413	0	14,413 (b,f)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	3,688	0	3,688 (b,e)
PE 42 Babies First FAMILY HEALTH SERVICES	11,380	0	11,380
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES	27,945	0	27,945
5) FOOTNOTES:			
h) Effective July 2014, payments to LPHA's are state/Medicaid 50% split (CFDA 93.778 for July b) Funds will not be shifted between categories or fund types. The same program may be funded i) Effective July 2014, payments to LPHA's are state/Medicaid 50% split (CFDA 93.778 for July Federal funds (such as Medicaid). c) \$352 is added Base Funds from FY2014 that went unspent. d) \$114,220 is carryover of unspent FY2014 Mental Health grant funds. e) Effective July 2014, payments to LPHA's are state/Medicaid 50% split (coda #93.778 for July through June 2015 f) Effective July 2014, payments to LPHA's are state/Medicaid 50% split (CFDA #93.778 for July through Dec 2014. Payments for January 2015 through June 2015 are from CFDA 93.994 g) Award reduction due to reduced availability of funds in calendar year 2015. h) \$8,000 increase this amendment is a one-time, lump sum payment for the Health IT Grant.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equip- ment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

