

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, September 13, 2017 at 9:00 AM
Irrigon Branch of the Oregon Trail Library District, Community Room
490 N.E. Main Ave., Irrigon, OR

- 1. Call to Order and Pledge of Allegiance - 9:00 AM**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated September 14th; Payroll Payables Immediates & Electronic, Employee Finals dated August 31st & September 8th; September Retirement Taxes dated September 6th
 - b. Minutes: August 23rd & September 6th
 - c. Oregon Health Authority Agreement #154124, 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services (Sheree Smith, Public Health Director)
 - d. Oregon Health Authority Grant Agreement #155419, Healthcare Preparedness Program (Sheree Smith, Public Health Director)
 - e. Resolution R-2017-25 – Sheriff’s Office Budget Adjustment (Kate Knop, Finance Director)
- 5. Business Items**
 - a. Review and Approval of the County Administrator Hiring Process (Karen Wolff, Human Resources Director)
- 6. Staff Reports**
 - a. Planning Department Monthly Report (Carla McLane, Director)
 - i. Boardman to Hemingway Amended Preliminary Application for Site Certificate Comment Letter
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session:** Pursuant to ORS 192.660(2)(e) - To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 10. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Kim Cutsforth, Interim Administrative Officer at (541) 676-2529.

Morrow County Board of Commissioners Meeting Minutes
August 23, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer
Kim Cutsforth, Interim Administrative Officer
Karen Wolff, Human Resources Director
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutcher, Executive Assistant

Call to Order and Pledge of Allegiance: 9:05 a.m.

City and Citizen Comments

Jerry Olson, Heppner

Mr. Olson commented on a recent stay at Anson Wright Park. He said he was disappointed in the size and location of the campsite as it was not how it was represented on the website map. He said more spots don't create more revenue, better spots do, so people will return. He also said someone needs to answer the phones for reservations at the Public Works Office during work hours Monday-Friday, but especially so on Fridays when tourists routinely travel. He concluded by encouraging the Commissioners to print out the map on the website and then go visit the Park. Interim Administrator Kim Cutsforth explained Public Works personnel and the Morrow County Parks Committee are aware of the shortcomings of the Park, and are planning to address the problems in the future. The website should be updated, she added. Chair Lindsay requested Mr. Olson be notified of the next Parks Committee meeting.

Open Agenda: No items

Consent Calendar

Commissioner Russell moved to approve the following items in the Consent Calendar:

- 1. Accounts Payable dated August 24th in the amount of \$418,164.10; Payroll Payables Immediates & Electronic, Employee Final dated August 10th*
- 2. Order OR-2017-7: In the Matter of Approving the Amended Bylaws of the Local Public Safety Coordinating Council for Morrow County*
- 3. Corrections to the July 12th Minutes*
- 4. USDA Animal & Plant Health Inspection Service, Wildlife Services, Work & Financial Plan, effective July 1, 2017 through June 30, 2018, agreement amount \$54,000*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Update from Oregon State University Extension Agronomist

Larry Lutcher, OSU/Morrow County Extension

Larry Lutcher presented information about the Morrow County (OSU) Agricultural Extension Program. He focused mostly on the part of his job that deals with variety testing. Dr. Lutcher explained that annually-conducted variety testing field experiments are designed to help farmers make decisions about what class of wheat and what variety of wheat will be most profitable. Dr. Lutcher conducted seven Morrow County field experiments in 2017 and cooperated on three additional projects organized by other OSU personnel.

Dr. Lutcher responded to several questions from the Board and engaged in discussion about the details of his program. Commissioner Doherty asked Dr. Lutcher about his thoughts on the proposed Service District. Dr. Lutcher stated that, as a Morrow County resident, he understands concerns about the burden of additional taxes. He also said there is good work being conducted by personnel at the Pendleton and Hermiston Stations and that, in the end, we would all have to make a decision about the local value of that work.

Finance Department Staffing Needs Resulting from County Accountant Functions

Jerry Sorte, Administrative Officer

Mr. Sorte explained the recent appointment that designated the Finance Director as the County Accountant placed a new burden on the Finance Department. The processes described in State Statute mean additional responsibilities and workload, which in turn warrant an additional Staff Accountant and modest pay increase for the County Accountant/Finance Director, he said.

After discussion, the Commissioners had several questions and decided to take additional time for staff to gather responses before taking it up for consideration in two weeks. They included:

- County Counsel to review the Statutes relating to the duties of the County Accountant/Auditor
- Determine what duties are currently being performed and by whom, in order to avoid duplication of efforts, and conversely what duties aren't being performed
- Justification of the recommended wage for the proposed position of Staff Accountant and the bachelor's degree requirement

Concerning the proposed job description for Staff Accountant, Chair Lindsay said it would be a costly addition at that level (\$50,000 base pay plus benefits in the amount of \$40,000; Bachelor's degree in Accounting or related field), and asked if it could be seen as more of an Assistant to the Finance Director. Commissioner Doherty said the value of the position may be found in reducing the work load of other positions or their FTE (Full Time Equivalent) requirements, while still gaining oversight. That was likely the vision of the Court when the County Accountant/Auditor position was originally established, and the current Board should appreciate that value, he said.

Supplemental Budget Resolution R-2017-23 – Veteran's Department Budget

Kate Knop, Finance Director

Ms. Knop explained the increase of \$40,421 to the Veteran's Department Budget is due to the passage of Ballot Measure 96 in 2016 which increased State revenue to Morrow County for Veterans Services. The increase in appropriations will be \$35,000 for Personnel Services (temporary employee) and \$5,421 for Materials & Services, explained Ms. Knop.

Commissioner Doherty moved to approve Resolution No. R-2017-23 – In the Matter of Appropriations for Fiscal Year beginning July 1, 2017. Commissioner Russell seconded. Unanimous approval.

Boardman to Hemingway Draft Comment Letter on Idaho Power Company's Amended Preliminary Application for Site Certificate

Carla McLane, Planning Department Director

Ms. McLane reviewed the letter and asked for approval to send the letter before the September 1st deadline (the Board's next meeting is not until September 6th). She said the final version may be different but she would forward it for review by the Board prior to sending it.

Commissioner Doherty moved to support the draft letter and give Ms. McLane the authority to move forward on behalf of the Commissioners. Commissioner Russell seconded. Discussion took place on the inconsistencies contained in the massive document, and the need to keep the Bureau of Land Management and Oregon Department of Energy accountable. Unanimous approval.

Janitorial Contract Discussion

Burke O'Brien, Public Works Director

Sandi Pointer, Public Works Management Assistant

Ms. Pointer discussed the process to date: A Request for Qualifications for Janitorial Services was issued; the two responses were reviewed by a panel on August 14th; Patriot Buildings & Grounds Maintenance was the favored proposal, however, the \$110,000 bid was over the amount budgeted for janitorial services (\$70,000). She said she asked for a bid with reduced services but it came in at \$81,804, still over budget. Mr. Sorte said he asked Mr. O'Brien and Ms. Pointer to meet with the Board because this could mean dipping into the County's contingency balance, which is getting stretched thin and it's still early in the budget cycle. Discussion of various options. Commissioner Doherty asked staff to meet with the review panel and Public Works and return with a recommendation.

Public Works Purchase Pre-Authorization Request for Equipment and Sand Storage Building

Burke O'Brien, Public Works Director

Matt Scrivner, Assistant Road Master

The request is for the purchase of a steel building to house equipment and sand at the Public Works yard in Lexington. The building cost is \$171,557 and will be put up by Public Works/Road employees. Mr. Scrivner said doing some of the work ourselves, plus the foundation and other items will be within the \$300,000 in the budget for this project.

Commissioner Doherty moved to approve the Purchase Pre-Authorization request for an Equipment and Sand Storage Building from Olympia Steel Buildings, Factory Direct to Your Door (McKees Rocks, Pennsylvania) in the amount of \$171,557 and authorize Chair Lindsay to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Oregon Liquor Control Commission Liquor License Renewals – Love’s Travel Stops, Willow Run Golf Course

Melissa Ross, Administrative Lieutenant

Lt. Ross said the Sheriff’s Office determined there have been no issues with either establishment in the last year and had no problem with the licenses being renewed. Commissioner Russell reminded the Board that by taking no action, the licenses will automatically renew.

Commissioner Russell moved to take no action on the OLCC application renewal notifications for Love’s Travel Stops and Willow Run Golf Course. Commissioner Doherty seconded. Unanimous approval.

Department Reports

Sheriff’s Office Monthly Report

Melissa Ross, Administrative Lieutenant

Lt. Ross reviewed the report of activity for August. She also noted there were no problems associated with the recent solar eclipse on August 21st. The large numbers of people and traffic predicted by the Oregon Department of Transportation did not happen in Morrow County except when they all began to leave at the same time. Traffic was backed-up from Ruggs Junction to Heppner, she said.

Road Department Monthly Report

Matt Scrivner, Assistant Road Master

Mr. Scrivner reviewed his report concerning road work currently and recently taking place. Commissioner Russell then asked Mr. Scrivner about a permit recently approved for Zayo Group for the installation of conduit and fiber cable in the County right-of-way. He specifically wanted to know why they were not required to direct-bore, as had been required of Windwave Communications four years prior. Mr. Scrivner explained Zayo was told to direct-bore unless they could show there was another viable option, which they did, but they are still boring in some areas. Commissioner Russell continued by saying the additional cost to Windwave to direct-bore was \$700,000 and they are in competition with this company that wasn’t required to direct-bore. Mr. O’Brien stepped up to respond because Mr. Scrivner was not employed by the County at the time the Windwave permit was issued. He said he believed when Windwave submitted its application, the design drawings were submitted as direct-bore by the engineer. Commissioner Russell disagreed and the two decided to continue the conversation later.

11:16 a.m.: Recess to attend going-away reception for Jerry Sorte

12:07 p.m.: Resumed meeting

Chair Lindsay asked Commissioner Russell if he and Mr. O'Brien finished their conversation. Commissioner Russell said Mr. O'Brien plans to retrieve copies of both permits to show him.

Correspondence

- Thank you note to the Board of Commissioners from the Boardman City Council and City Manager for the "Grants to Cities" funds received.

The following comments were made by the Commissioners to Mr. Sorte:

- Chair Lindsay thanked Mr. Sorte for everything he's done and said he will be missed. She said he walked into a "rollercoaster" at an historic time for the County.
- Commissioner Doherty recalled a question during his campaign regarding the need for a County Administrator. His answer at that time was the position wasn't needed. He said he could not have been more wrong. He said Mr. Sorte was the catalyst the Commissioners needed to get things done and he appreciated what he brought to the County.
- Commissioner Russell said it's a testament to the job Mr. Sorte did and to the need for an Administrator when all County staff recommended maintaining the Administrator position after Mr. Sorte's departure.

Adjourned: 12:14 p.m.

Morrow County Board of Commissioners Meeting Minutes
September 6, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Kim Cutsforth, Interim Administrative Officer
Justin Nelson, County Counsel
Kate Knop, Finance Director
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:00 a.m.

City and Citizen Comments: No comments

Open Agenda: Chair Lindsay requested to add a discussion on the Staff Accountant position discussed at the August 23rd meeting.

9:01 a.m. Public Hearing – Strategic Investment Program (SIP) Agreement with Wheatridge/NextEra Energy, Inc.

Chair Lindsay handed the gavel to Commissioner Russell to conduct the hearing as she recused herself from the discussion and decision.

Chair Russell called for abstentions or conflict of interest - Chair Russell: none; Commissioner Doherty: none. Chair Russell called for the Staff Report.

Justin Nelson, County Counsel summarized the negotiation process that led to today's proposed SIP Agreement with Wheatridge/NextEra Energy, Inc. He pointed out a motion made by the County Court on January 14, 2015 stipulated future SIP agreements shall use Columbia Basin Electric Cooperative, Inc. (CBEC) for all electric service needs for project facilities located within CBEC Public Utilities Commission assigned service territory within Morrow County, unless otherwise agreed in writing. He said he received an email yesterday from CBEC General Manager Tom Wolff waiving that provision. Mr. Nelson recommended the Board consider and approve the SIP Agreement and corresponding Resolution No. R-2017-24.

There were no responses to Chair Russell's calls for proponents, opponents or neutral parties to speak. He closed the Public Hearing at 9:11 a.m.

Commissioner Doherty moved to approve the Oregon Strategic Investment Program Agreement "Wheatridge Wind Energy Facility" and accompanying Resolution No. R-2017-24: In the Matter of Requesting that the Oregon Business Development Department Exempt the Wheatridge Wind Energy Facility from Property Taxation under the Strategic Investment Program. Chair

Russell seconded. Discussion: Commissioner Doherty took the opportunity to thank the other members of the negotiating team. He added that during his campaign he made it clear he wasn't a proponent of wind energy, but as he now sits in the seat as a Commissioner, he had to negotiate a value he felt was good for the County. He said he believed he was able to get to that spot. Chair Russell extended a thank you to Commissioner Doherty for the extra time he put into the negotiations. As it was Commissioner Doherty's first time negotiating a SIP Agreement, Chair Russell said he proved himself capable. Aye: Chair Russell; Commissioner Doherty. Recused: Commissioner Lindsay. Motion carried.

The gavel was passed back to Chair Lindsay.

Consent Calendar

Commissioner Russell moved to approve the following items in the Consent Calendar:

- 1. Accounts Payable dated September 7th in the amount of \$241,055.06; Manual Checks dated August 28th; Void Checks dated August 22nd; Payroll Payables, Immediates & Electronic dated August 15th, 28th (Employee Final) and August 29th*
- 2. Minutes: August 9th; August 16th*
- 3. Kayak Public Transit Purchase Service Agreement, effective July 1, 2017-June 30, 2019*
- 4. Request to Issue Credit Card to Interim Administrative Officer*
- 5. Three Public Works Purchase Pre-Authorization Requests – Addition to Lexington Office Building (\$150,000); De-icer Tank & Application System (\$9,850); Pickup Plow (\$8,795)*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Waste Connections, Inc. Letters of Support

Kevin Green, District Manager, Waste Collections, Inc.

Mr. Green requested two letters of support: 1.) To Metro Procurement Services (bid to receive up to 500,000 tons of Metro municipal solid waste); and 2.) To the Cowlitz County Board of Commissioners (Headquarters Landfill Request for Proposals). Various discussions.

Commissioner Russell moved to approve signing the letters of support for Waste Connections, Inc. to Metro Procurement Services and the Cowlitz County Board of Commissioners.

Commissioner Doherty seconded. Unanimous approval.

Janitorial Contract Update & Discussion

Burke O'Brien, Public Works Director

Sandi Pointer, Public Works Management Assistant

Ms. Pointer returned to discuss bid amounts with and without the janitorial service emptying office area garbage cans (not restrooms or other public areas):

- If employees empty the garbage cans in their work areas: \$90,336 per year
- If the janitorial service empties all garbage cans: \$99,696 per year

Finance Director Kate Knop noted the gap between what was budgeted for janitorial services and the bid now stands at about \$30,000, when you take into consideration what has already been paid out for janitorial services so far this fiscal year.

Interim Administrator Kim Cutsforth said the County will communicate with employees as to expectations with this change.

Commissioner Russell moved to accept the bid from Patriot Building and Grounds Maintenance in the amount of \$90,336, with a contract to follow in the near future. Commissioner Doherty seconded. Unanimous approval.

Request to Approve School Resource Officer (SRO) Position

Kim Cutsforth, Interim Administrator

Ms. Cutsforth explained this is a housekeeping item to create a budget line item for the SRO position that was approved during the Budget Committee Hearings.

Ms. Knop said formal approval is required for a budget adjustment of \$65,000 from contingency to increase the Sheriff's Office FTEs (full time equivalents), and the funds from the school districts associated with the memorandums of understanding for this position. She said she will return next week with the formal resolution.

Commissioner Doherty moved to approve the School Resource Officer position, as needed by the Finance Department Director. Commissioner Russell seconded. Unanimous approval.

Revised Intergovernmental Agreement with Oregon Water Resources Department

Chair Lindsay explained the original agreement signed on August 16th listed incorrect "Deliverables" dates. This revision corrects those dates, she said.

Commissioner Doherty moved to accept the Intergovernmental Agreement with Oregon Water Resources Department, as revised. Commissioner Russell seconded. Unanimous approval.

Proposed Staff Accountant Position

Chair Lindsay said she called David Sykes, Heppner Gazette-Times Editor, about the inaccuracies in the August 30th article about the Staff Accountant position. He will be printing a correction in the next edition, she said.

Chair Lindsay then talked about meetings she held to discuss this position, and updated the Board on work being done by staff to gather more information as a result of discussions at the August 23rd BOC meeting.

It was clarified by the Board that the County Auditor/Finance Director is not expected to perform all the County Auditor duties listed in Oregon Revised Statute until the County's analysis is completed.

Department Reports

Treasurer's Monthly Report

Gayle Gutierrez, Treasurer

The monthly report by Ms. Gutierrez included the Pooled Cash Report; Report of Interest Rates; Outstanding Checks; Finley Buttes License Fee Fund; and Finley Buttes Trust Road Fund. She also said she submitted a revised Investment Policy to the Oregon Short Term Fund Board, which is scheduled to be reviewed in October.

Commissioner Reports

- Commissioner Doherty said a great deal of his time recently has been spent on the SIP negotiations, however, he also attended meeting related Public Health and public transportation (The Loop). He said he contacted a counterpart in Multnomah County to offer Morrow County's assistance in the wake of the Eagle Creek fire.
- Commissioner Russell said upcoming meetings include an Association of Oregon Counties meeting; a Business Oregon meeting; and the Governor's Luncheon in Pendleton.

Adjourned: 10:09 a.m.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #
4C

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sheree Smith
Department: Public Health
Person Attending BOC Meeting (Required): Sheree
Short Title of Agenda Item: OHA 2017 - 2019 Contract #154124
Phone Number (Ext): 5212
Requested Agenda Date: 9/6/17

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
[X] Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: Portland, Or
Effective Dates - From: July 1st 2017, to June 30, 2019 Through:
Total Contract Amount: \$227,182 (July 2017 to June 2018) Budget Line: Multiple Programs
Does the contract amount exceed \$5,000? [X] Yes [] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Sheree Smith 08/30/17 Department Head Required for all BOC meetings
[Signature] 9/8/17 Admin. Officer/BOC Office Required for all BOC meetings
jnemail 6-13-17 County Counsel Required for all legal documents
Kate Knop 9/7/2017 Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. TITLE OF AGENDA ITEM: OHA Agreement #154124

2. ISSUES, BACKGROUND, AND DISCUSSION: OHA Contract effective dates are for the Biennium of July 1st, 2017 to June 30th, 2019. However, the funding level of \$227,182 is in reference to year one of the contracted timeframe (July 2017 to June 2018).

3. OPTIONS: Approval of Grant funding to continue Public Health programs.

4. FISCAL IMPACT: Annual Program Element funding to continue Public Health programs currently in place.

5. STAFF RECOMMENDATIONS: N/A This funding will not impact staffing levels.

6. SUGGESTED ACTION(S) / MOTION(S):
Approval with signature of OHA Contract #154124

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154124-0 , hereinafter referred to as "Document."

I, Melissa Lindsay Morrow County Commissioner/Chair
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

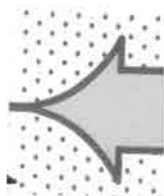
Morrow County by email.

Contractor's name

On September 13, 2017 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date 9-13-17



Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 154124-0 _____

Legal name (tax filing): County of Morrow _____

DBA name: Morrow County _____

Billing address: PO Box 867 _____

City: Heppner _____ **State:** OR _____ **Zip:** 97836 _____

Phone: (541) 676-5615 _____

FEIN: _____

- OR -

SSN: _____

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

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 #154124

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

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

This Agreement without Exhibits

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

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

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

3. SIGNATURES.

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

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

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Melissa Lindsay
Title: Morrow County Commissioner/Chair
Date: 9-13-17



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

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

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

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

**EXHIBIT A
DEFINITIONS**

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

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

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

2017-2019 PROGRAM ELEMENTS (PE)

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

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PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 43 Public Health Practice (PHP) - Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
PE 44 School-Based Health Centers (SBHC)	GF			N	N

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

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

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

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

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

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.

2. Definitions Specific to TB Services.

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

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

3. Procedural and Operational Requirements.

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

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

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

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

1. **Description.** Resources provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver Sexually Transmitted Disease (STD) related client services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

2. **Report Process:**

- a. LPHA shall review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the Public Health Division HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (ORPHEUS), the State's online integrated disease reporting system. If LPHA is unable to record case directly into ORPHEUS, they may fax a completed case report form to HST.

Paper case report forms for some STDs can be found online at:

<https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingForms/Pages/index.aspx> .

LPHA may choose to fax their own case report form provided it includes the minimum information required to be collected by the case entry layout in ORPHEUS.

- b. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.

3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering STD client services. The resources may include:

- a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such in-kind resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, the LPHA shall use those medications to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program." In the event of a non-STD related emergency, with notification to the STD program, the LPHA may use these medications to address the emergent situation.

- b. **Technical Assistance Resources:** Those services of a OHA Disease Intervention Specialist (DIS), that OHA makes available to LPHA to support the LPHA's delivery of STD client services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work and partner services follow-up.

The LPHA determines priorities and activities of its STD case work. DIS assignments are not for routine staffing or casework and DIS are not available for conducting field work that LPHA has determined is not allowable for LPHA staff.

Services of a DIS may include onsite provision of shadowing and demonstration opportunities as a learning tool for STD case work and/or partner services follow-up, as well as field assistance. Field assistance may be requested after one or more of the following criteria has been met: 1) Three documented attempts have been made to gather further information from a provider related to demographics, risk, screening and/or treatment, 2) Three documented attempts have been made to locate client that meets the criteria of a priority case and 3) Case is unusual, challenging, or potentially risky and collaborative work on the case is needed. This also includes instances where there may be a suspected or confirmed STD outbreak.

- c. **Definition of STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the individual LPHA and OHA, exceeds the expected routine capacity of the LPHA to address the outbreak.

4. **Procedural and Operational Requirements.** All STD related client services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as in 2.a.) the incidence of reportable STDs within LPHA's service area.
- b. LPHA must provide or refer client for STD services in response to an individual seeking such services from LPHA. STD client services consist of screening individuals for reportable STDs and treating individuals infected with reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must provide STD client services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx> ; and
 - (3) Oregon Revised Statutes (ORS) 433.045.

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- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having reportable STDs or to treat the sex partners of individuals infected with reportable STDs, subject to the following requirements:
- (1) The medications must be provided at no cost to the individuals receiving treatment;
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed;
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use; and
 - (4) LPHA shall only use “340-B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340-B Drug Pricing Program”.
- e. If LPHA receives in-kind resources under this Agreement in the form of condoms, and lubricants, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement.
5. **Reporting Obligations and other Requirements.** LPHA shall submit data regarding STD client services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database or some equivalent mechanism for data reporting deemed acceptable by OHA as outlined in Section 2.a. of this Program Element 10.

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

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Relevant to PHEP Programs.**
 - a. **Budget Period:** Budget period is defined as the intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, budget period is July 1 through June 30.
 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
 - c. **CDC Public Health Preparedness Capabilities:** Developed by the CDC to serve as national public health preparedness standards for state and local planning. For more details: <http://www.cdc.gov/phpr/capabilities/>
 - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
 - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
 - f. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators.
 - g. **Health Security Preparedness and Response (HSPR):** A state level program to develop systems, plans and procedures to prepare for and respond to major, acute threats and emergencies that impact the health of people in Oregon. This work is done jointly between HSPR, Local Public Health Departments and Native American Tribes (Tribes).
 - h. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge capacity and enhance community and hospital preparedness for public health emergencies.
 - i. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific

items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.

- j. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. More information can be viewed at: <https://www.fema.gov/national-incident-management-system>
 - k. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
 - l. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of Tribal, state, local and territorial public health departments. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
 - m. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
 - n. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
 - o. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.
 - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- f. **PHEP Program Reviews.**
 - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
 - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by September 15 of each year, the actual expense-to-budget report for the prior fiscal period of July 1, through June 30. The budget and expense-to-budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

4. Procedural and Operational Requirements.

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

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

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

- (b) Involve public health staff in the planning process
 - (c) Involve more than one county public health staff and/ or related partners as active participants
 - (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting or participating in the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. The training portion of the plan must:
 - (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
 - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- h. **Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance. More information can be viewed at:
https://www.oregon.gov/OEM/Documents/FY2017_NIMS_Compliance_Form.pdf
http://www.oregon.gov/OEM/Documents/NIMS_FAQ.pdf
- i. **Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities based on the local identified hazards. Revisions shall be made according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- j. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

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

**ATTACHMENT 1
TO PROGRAM ELEMENT #12
BUDGET TEMPLATE**

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

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

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

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

ATTACHMENT 2
TO PROGRAM ELEMENT #12
Work Plan Instructions

Oregon HSPR Public Health Emergency Preparedness Program

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

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison by February 15 and August 15.

WORKPLAN CATEGORIES

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

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

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan attachment. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

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

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

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

PRE-FILLED ACTIVITIES

Activities required under the 2017-18 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

COLUMN DESCRIPTIONS

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

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

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

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

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the 2017-2018 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

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

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___Public Health Preparedness Program

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

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

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

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

Drills and Exercises					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

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

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

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

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

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

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

Purpose

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

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

- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>

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

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

Name: [Redacted]
Title: [Redacted]
E-mail: [Redacted]
Phone: [Redacted]

Program Priorities Identified:

1. [Redacted]
2. [Redacted]
3. [Redacted]
4. [Redacted]
5. [Redacted]

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

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

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

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

PHEP Capability Addressed in MYTEP:

**Multiple
Capabilities**

Capability #1: Community Preparedness

**Capability #2: Community
Recovery**

Capability #3: Emergency Operations Coordination

Capability #4: Emergency Public Information and Warning

Capability #5: Fatality Management

**Capability #6: Information
Sharing**

Capability #7: Mass Care

Capability #8: Medical Countermeasure Dispensing

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

Capability #10: Medical Surge

Capability #11: Non-Pharmaceutical Interventions

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

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

Capability #14: Responder Safety and Health

Capability #15: Volunteer Management

ATTACHMENT 4 - TO PROGRAM ELEMENT #12

Recommended Plans for Public Health

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

Sustaining Public Health Emergency Preparedness Program

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

Resources

State:

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

Federal:

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

Other:

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

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

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

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

**Attachment 1 to Program Element 13 (TPEP)
Budget**

Line Item Budget and Narrative Worksheet						
This is a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$37,359. For 7/1/18-6/30/19 the estimated award is \$37,189. Please complete the following Line Item Budget for: OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19) Identify only funds requested under the OHA TPEP PE13 RFA. Please call your Community Programs Liaison with questions related to this form.						
Agency:		Morrow County Health Dept				
Fiscal Contact:		Sheree Smith				
E-mail address:		ssmith@co.morrow.or.us				
Phone Number:		541-676-5421	Fax Number:	541-676-5652		
Budget Categories	Description					Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary
	1	TPEP Coordinator	\$52,896	45.00%	24	47,606.40
	2					0.00
	3					0.00
	4					0.00
	TOTAL SALARY					\$47,606.40
	Narrative* :					
						\$47,606
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe
	1	47,606.40		68.88%	=	32,791.29
	2	0.00			=	0.00
	3	0.00			=	0.00
	4	0.00			=	0.00
	TOTAL FRINGE					\$32,791.29
						\$32,791
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0
	Narrative* :					
						\$0
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$300
						\$300
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.					
		In state		Out Of State		Subtotal
	Narrative* :					
	Per Diem:					\$0
	Hotel:	600				\$600
	Air fare:					\$0
	Reg. fees:					\$0
	Other: Meals					\$400
	Mileage: Miles:	1615	X	.535	per mile	\$864
						\$1,864
(6) Other	Please list.					
	Overhead Costs (Phone, Rent, Auto Maint, ect)					\$3,000
						\$0
						\$0
						\$0
						\$0
						\$3,000
	List all sub-contracts and all contractual costs, if applicable.					
	County General Funds to Offset total TPEP Program Costs					-\$13,881
						\$0
						(\$13,881)
(8) Total Direct Costs	(Sum of 1 through 7)					\$71,681
(9) Cost Allocation and Indirect Rate	Indirect @ (15.75%'d to all programs)		4.00%		\$2,867	\$2,867
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request					\$74,548

Program Element #41: Reproductive Health Program

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

- (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)
 - (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.
Citation 42 CFR 59.15
 - b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).
 - c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.
Citation OAR 855-043-0700 to 855-043-0750.
 - d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)
 - e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual www.healthoregon.org/rhmanual** (Section A1)
 - f. **Data Collection.**

 - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - (2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 6 of this Agreement, LPHA shall submit to OHA the following written reports:

 - a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
 - b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.
5. **Program Income.**

 - a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.
Citation 42 CFR 59.5(a)(7) and (8)

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- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C
- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.

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

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

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

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

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

2. **General Requirements.**

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

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

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

a. Definitions Specific to this Section.

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

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

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

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

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

- iii. Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
- iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- (c) LPHA may provide other MCAH Services identified through the Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of Sections 1, and 2.f. of this Program Element, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedural and Operational Requirements:

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

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

j. Adverse Events Following Immunizations.

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

k. Perinatal Hepatitis B Prevention, Screening and Documentation

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

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

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

l. School/Facility Immunization Law

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

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

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

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

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

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

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

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

- a.** Vaccine orders must be submitted according to the ordering tier assigned by OHA.
- b.** If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- c.** LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 3.j. of this Program Element occur.
- d.** LPHA must complete and submit an Immunization Status Report as required in Section 3.1(3) of this Program Element.
- e.** LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

Appendix A

**Billing Health Plans in Public Clinics
Standards**

Purpose: To standardize and assist in improving immunization billing practice

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

Guiding Principles / Assumptions:

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

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

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

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

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

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

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

Tier One

The LHD:

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

Tier Two

In addition to all Tier 1 activities, the LHD:

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

Tier Three

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

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

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

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

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

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

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

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

a. Description. The funds provided under this Agreement for this Program Element, SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.

b. Definitions.

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

c. Procedural and Operational Requirements.

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

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

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

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

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

(3) LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.

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

(1) Submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and

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

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

(3) Submit annual SBHC financial data via the Program’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).

- (4) Submit annual SBHC hours of operation and staffing via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- (5) Submit completed annual student satisfaction survey data no later than June 1st.
- (6) Complete the triennial School-Based Health Alliance SBHC Census Survey.

Current SBHC Census Survey timeline and details can be found at:

<http://www.sbh4all.org/>

2. SBHC Planning Grants (for specific LPHAs in 2017-2019)

- a. This section is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.
- b. An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC services in the LPHA county jurisdiction. The following terms and conditions apply if OHA selects LPHA to receive a SBHC Planning Grant:

(1) Phase I (October 1, 2017– June 30, 2018) Strategic Planning

- (a) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification by Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (c) By July 1, 2018, the LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

(2) Phase II (July 1, 2018-June 30, 2019) Strategic Planning

- (a) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2019. Sites must become certified by June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets. SBHC Certification Standards are available at:

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

(b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning grantees. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

(3) Advance Phase (October 1, 2017 - June 30, 2018 or July 1, 2018 – June 30, 2019) Strategic Planning

(a) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2018 or Spring 2019. SBHC Certification Standards are available at:

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

(b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the OHA SBHC Program and L P H A Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

(c) LPHA must become certified in by June 30, 2018 or June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

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

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

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

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

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

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Morrow County Health Department Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836	2) Issue Date May 1, 2017	This Action ORIGINAL FY2018	
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			3,207 (c)
PE 12 Public Health Emergency Preparedness			67,283 (b)
PE 13 Tobacco Prevention & Education			37,359
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			18,678 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			3,477 (d)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			5,409 (d,e)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			12,620 (d,e)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			1,853 (d)
PE 42 Babies First FAMILY HEALTH SERVICES			5,934
PE 42 MCH Title V -- Oregon MothersCare FAMILY HEALTH SERVICES			2,845
PE 43 Immunization Special Payments			8,517
PE 44 School Based Health Centers FAMILY HEALTH SERVICES			60,000
5) FOOTNOTES:			
a) \$18,678 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) \$67,283 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. c) \$3,207 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD. d) 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). e) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
1) Grantee Name: Morrow County Health Department Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836		2) Issue Date May 1, 2017	This Action ORIGINAL FY2018
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	0	0	227,182
5) FOOTNOTES: 			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

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

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE				
A.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL
1.	Personal Services (Salaries and Benefits)			
2.	Services and Supplies			
3.	Capital Outlay			
4.	TOTAL EXPENDITURES (see Note 1)			
5.	Less Total Program Income (see Note 2)			
6.	TOTAL REIMBURSABLE EXPENDITURES			
<p>WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>Client Services <input style="width: 80px; height: 20px;" type="text"/></p> <p>Breastfeeding Promotion <input style="width: 120px; height: 20px;" type="text"/></p> </div> <div style="text-align: center;"> <p>Nutrition <input style="width: 80px; height: 20px;" type="text"/></p> <p>Education <input style="width: 80px; height: 20px;" type="text"/></p> <p>General Administration <input style="width: 100px; height: 20px;" type="text"/></p> </div> </div>				
YEAR TO DATE				
B.	PROGRAM INCOME/REVENUE			
1.	Revenue from Fees			
2.	Donations			
3.	3rd Party Insurance			
4.	Other Program Income			
5.	TOTAL PROGRAM INCOME			
6.	Other Local Funds (identify)			
	6a.			
	6b.			
7.	Medicaid/OHP/CCare			
8.	Volunteer and In-Kind (estimated value)			
9.	Other (Specify)			
10.	Other (Specify)			
11.	TOTAL REVENUE			
C. CERTIFICATE				
<p>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.</p>				
	PHONE	AUTHORIZED AGENT	DATE	
PREPARED BY				

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

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

Form Number 23-152

Revised April 2015

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

FORM NUMBER: 23-152

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

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

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

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

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

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

B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

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

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

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

Exact yearly cost must be reported.

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

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

Line 3. Capital Outlay: Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34.

Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).

B. REVENUES

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

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

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

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

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

From Number: 23-152

Revised April 2015

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

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

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

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

e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "Grant Award" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.

f. **Item 6 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:

- (1) **Column 1 "Program"** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 "Prog. Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
 - a. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
 - b. **LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
 - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
 - c. **OHA Responsibilities.** OHA shall:
 - (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

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

2. **HIPAA Compliance.** The health care component of OHA described in OAR 943-014-0015(1) is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504 as applicable. LPHA's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit F, "Limitation of Liabilities".

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

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:
- (1) At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
 - (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
 - (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

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

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
 - (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) **Notice of Underexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) **Recovery of Underexpenditure.**

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

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

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments") below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

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

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

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

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

ii. Appeal from Federal-Identified Misexpenditure.

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

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

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names

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

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

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

d. Additional Provisions With Respect to Underexpenditures and Misexpenditures.

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

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

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

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

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

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

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

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

- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**

 - a.** For purposes of this section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

 - (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software
 - b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

 - (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment

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

**EXHIBIT F
STANDARD TERMS AND CONDITIONS**

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

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

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

b. OHA represents and warrants as follows:

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

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

5. Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

8. Termination.

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

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

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

9. Effect of Termination

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

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

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

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

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

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

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

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

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

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

- 17. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 18. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 19. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Morrow County, Health Department
Sheree Smith
PO Box 799, 110 N Court Street
Heppner, Oregon 97836
Telephone: (541) 676-5421 Facsimile: (541) 676-5652
Email: ssmith@co.morrow.or.us

- 20. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 21. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 22. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

23. Construction. This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

24. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

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

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

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

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

6. **Resource Conservation and Recovery.** LPHA shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et.seq.*). Section 6002 of that Act

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

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

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

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

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

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

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

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

**EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS**

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

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

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

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

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

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

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

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

5. **Grievance Procedures.** If Provider employs fifteen (15) or more employees to deliver the services under this Contract, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

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

6. **Independent Contractor.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Providers that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.

8. **Required Provider Insurance Language.**

- a. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

9. **Subcontracts.** Provider shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

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

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

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

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

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

3. COMMERCIAL GENERAL LIABILITY

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

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

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

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

PE 12: Public Health Emergency Preparedness Program

Federal Award Identification Number(FAIN): TBD		Federal Award Date: TBD	
Performance Period: 07/01/17-06/30/18		Federal Awarding Agency: CDC	
CFDA Number: 93.069		CFDA Name: TBD	
Total Federal Award: TBD		Project Description: Public Health Emergency Preparedness	
Awarding Official: CDC		Indirect Cost Rate: 17.45%	
Research And Development(Y/N): N			
Agency/Contractors Name	DUNS	Award Amount	Total
MORROW	010741189	\$ 67,283	\$ 67,283

PE 13: HPCDP TPEP & SPArC

Federal Award Identification Number(FAIN): DP15-1509	N/A		
Federal Award Date: TBD	N/A		
Performance Period: 3/29/17-3/28/18	7/1/17-6/30/19		
Federal Awarding Agency: CDC	N/A		
CFDA Number: 93.305	N/A		
CFDA Name: National State Based Tobacco Programs	N/A		
Total Federal Award: TBD	N/A		
Project Description: Tobacco CDC	Tobacco Prevention and Education Program (TPEP)/ Non-Competitive		
Awarding Official: TBD	TBD		
Indirect Cost Rate: 17.45%	17.45%		
Research And Development(Y/N): N	N		
Funding Period	7/1/17-3/28/18	7/1/17-6/30/18	
Index/Pca	Index 50341 PCA 52620	Index 50341 PCA 52269	
Agency/Contractors Name	DUNS	Award Amount	TOTALS
MORROW	010741189	\$ 85	\$ 37,274
			Total AY 17-19 Award
			37,359

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

PE 41 Reproductive Health - FY18 (July 17 - June 18)		
Federal Award Identification Number(FAIN):		5 FPHPA106038
Federal Award Date:		N/A
Performance Period:		07/01/17-06/30/2018
Federal Awarding Agency:		DHHS/PHS/PA
CFDA Number:		93.217
CFDA Name:		Family Plannning Services
Total Federal Award:		TBD
Project Description:		Oregon Reproductive Health Program
Awarding Official:		Robin Fuller, robin.fuller@hhs.gov
Indirect Cost Rate:		17.45%
Research And Development(Y/N):		N
Index/PCA		TBD
Agency/Contractors Name	DUNS	Initial Award
MORROW	010741189	\$18,678.00

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - CAH GF & Title XIX				
Federal Award Identification Number(FAIN):		General Fund (GF)	05-0305OR5048	
Federal Award Date:			10/1/2017	
Performance Period:			10/1/16-9/30/17	
Federal Awarding Agency:			Title XIX Medicaid Admin	
CFDA Number:			93.778	
CFDA Name:			Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):			N	
Index/Pca		CAH GF	CAH GF(FF Match)	CAH GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 1,739	\$ 1,739	\$ 3,477

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V CAH				
Federal Award Identification Number(FAIN):		6B04MC30636	TBD	
Federal Award Date:		1/5/2017	TBD	
Performance Period:		10/01/2016-09/30/2017	10/01/17-9/30/19	
Federal Awarding Agency:		DHS/HRSA	DHS/HRSA	
CFDA Number:		93.994	93.994	
CFDA Name:		MCH Block Grant	MCH Block Grant	
Total Federal Award:		\$3,113,086	TBD	
Project Description:		Maternal and Child Health Services	Maternal and Child Health Services	
Awarding Official:		Mary Worrell mworrell@hrsa.gov	TBD	
Indirect Cost Rate:		10%	10%	
Research And Development(Y/N):		N	N	
Index/Pca		Title V CAH	Title V CAH	Title V CAH
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 1,352	\$ 4,057	\$ 5,409

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

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V Flexible				
Federal Award Identification Number(FAIN): 6B04MC30636 Federal Award Date: 1/5/2017 Performance Period: 10/01/2016-09/30/2018 Federal Awarding Agency: DHS/HRSA CFDA Number: 93.994 CFDA Name: MCH Block Grant Total Federal Award: \$3,113,086 Project Description: Maternal and Child Health Services Awarding Official: Mary Worrell mworrell@hrsa.gov Indirect Cost Rate: 10% Research And Development(Y/N): N		TBD		
		TBD		
		10/01/17-9/30/19		
		DHS/HRSA		
		93.994		
		MCH Block Grant		
		TBD		
		Maternal and Child Health Services		
		TBD		
		10%		
	N			
	Index/Pca	Title V Flex	Title V Flex	Title V Flex
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 3,155	\$ 9,465	\$ 12,620

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Perinatal GF & Title XIX				
Federal Award Identification Number(FAIN): General Fund (GF) Federal Award Date: Performance Period: Federal Awarding Agency: CFDA Number: CFDA Name: Total Federal Award: Project Description: Awarding Official: Indirect Cost Rate: Research And Development(Y/N):		05-0305OR5048		
		10/1/2017		
		10/1/16-9/30/17		
		Title XIX Medicaid Admin		
		93.778		
		Medical Assistance Program		
		Medicaid Administration		
		N		
	Index/Pca	Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 927	\$ 927	\$ 1,853

PE 42 MCH Oregon Mother's Care Title V - SFY18 (July 2017 - June 2018)				
Federal Award Identification Number(FAIN): 6B04MC30636 Federal Award Date: 1/5/2017 Performance Period: 10/01/2016-09/30/2018 Federal Awarding Agency: DHS/HRSA CFDA Number: 93.994 CFDA Name: MCH Block Grant Total Federal Award: \$3,113,086 Project Description: Maternal and Child Health Awarding Official: Mary Worrell Indirect Cost Rate: 10%		TBD		
		TBD		
		10/01/17-9/30/19		
		DHS/HRSA		
		93.994		
		MCH Block Grant		
		TBD		
		Maternal and Child Health		
		TBD		
		10%		
	Index/Pca	Title V OMC	Title V OMC	Title V OMC
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 711	\$ 2,134	\$ 2,845

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

PE 43 Immunization Special Payments SF (From July 1, 2017 through June 30, 2018) Immunization GF & Title XIX				
Federal Award Identification Number(FAIN):		05-0305OR5048		
Federal Award Date:		7/1/2017		
Performance Period:		7/1/2017 - 6/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance Program		
Total Federal Award:				
Project Description		Medicaid Administration		
Awarding Official:				
Indirect Cost Allocation Rate:				
Research And Development(Y/N):		N		
GF/FF				
County	DUNS	Immunization GF	Immunization (FF Match)	TOTAL FY18 Immunization County Award PCA: will be provided later
Morrow	010741189	4,258	4,258	8,517



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

Item # 4d

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: **Sheree Smith**
 Department: **Public Health**
 Person Attending **BOC Meeting (Required): Sheree**
 Short Title of Agenda Item: **Grant Agreement #155419-0**

Phone Number (Ext): **5212**
 Requested Agenda Date: **9/13/17**

This Item Involves: (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated: Estimated Time:	<input type="checkbox"/> Discussion & Action Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> X Contract/Agreement	<input type="checkbox"/> Other:

<input type="checkbox"/> N/A		For Contracts and Agreements Only	
Contractor/Entity: Oregon Health Authority			
Contractor/Entity Address: Portland, Or			
Effective Dates – From: July 1st 2017		Through: June 30th, 2018	
Total Contract Amount: \$41,575		Budget Line: Bioterrorism 101-114-3-30-3450	
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> X No <input type="checkbox"/> No			
If Yes, Attach Purchase Pre-Authorization Request if Applicable			

Reviewed By:

<u>Sheree Smith</u>	<u>09/06/17</u> <small>DATE</small>	Department Head	Required for all BOC meetings
	<u>9/8/17</u> <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
<u>JN email</u>	<u>9-7-17</u> <small>DATE</small>	County Counsel	Required for all legal documents
<u>Kate Knop email</u>	<u>9-7-17</u> <small>DATE</small>	Finance Office	Required for all contracts; Other items as appropriate.
_____	<small>DATE</small>	Human Resources	If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

-
1. TITLE OF AGENDA ITEM: **OHA Agreement #155419**
 2. ISSUES, BACKGROUND, AND DISCUSSION: **OHA Contract effective dates July 1st, 2017 to June 30th, 2018.**
 3. OPTIONS: **Approval of Healthcare Preparedness Program-Budget**
 4. FISCAL IMPACT: **Cont. of Healthcare Preparedness Regional Program implemented in FY 2017.**
 5. STAFF RECOMMENDATIONS: **This funding will not impact staffing levels.**
 6. SUGGESTED ACTION(S) / MOTION(S):
Approval with signature of OHA Contract #155419

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 155419-0

Legal name (tax filing): County of Morrow

DBA name: Morrow County

Billing address: PO Box 867

City: Heppner **State:** OR **Zip:** 97863

Phone: (541) 676-5615

FEIN: _____

- OR -

SSN: _____

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 155419-0, hereinafter referred to as "Document."

I, Melissa Lindsay Morrow County Commissioner/Chair
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County by email.

Contractor's name

On September 13, 2017,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

9-13-17

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.





Grant Agreement Number 155419

**STATE OF OREGON
INTERGOVERNMENTAL GRANT 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 dhs-oha.publicationrequest@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 its Oregon Health Authority, hereinafter referred to as "OHA," and

**Morrow County
Acting by and through its Health Department
110 N. Court St.
Heppner, OR 97386
Contact: Sheree Smith
Telephone: 541-676-5421
E-mail address: ssmith@co.morrow.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division (PHD)
Health Security, Preparedness, and Response Program
Healthcare Preparedness Program (HPP)
800 NE Oregon Street, Suite 465B
Portland, OR 97232
Grant Administrator: Jill Snyder or delegate
Phone: 971.673.0714
Fax: 971.673.1309
E-mail: jill.f.snyder@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been approved by the Department of Justice or on July 1, 2017, whichever date is later and regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on July 31, 2018. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Budget
- (3) Exhibit A, Part 4: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Reserved
- (8) Exhibit F: Information Required by 2 CFR 200.331(a) (1)

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

b. 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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and F.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$41,575.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A. The grant may be used for Program expenses incurred beginning on July 1, 2017, and ending as provided in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA’s determination is that:

Recipient is a sub-recipient Recipient is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.889**

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

Please print or type the following information

Recipient Name (exactly as filed with the IRS): MORROW COUNTY

Street address: 110 N. COURT ST.

City, state, zip code: HEPPNER, OR 97836

Email address: SSmith@co.morrow.or.us

Telephone: (541) 676-5421 Facsimile: (541) 676-5652

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: SAIF

Policy #: _____ Expiration Date: 06/30/18

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by OHA or OHA designee.

b. **Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;

- (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.

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

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Morrow County

By:

_____ Melissa Lindsay Commissioner 9-13-17
Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____ Collette Young Center Administrator _____
Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Assistant Attorney General Date

Program Review:

_____ Jutta Dann Program Support Manager _____
Authorized Signature Printed Name Title Date



EXHIBIT A

Part 1

Program Description

Recipient shall:

- 1.** Purchase only the goods or services outlined in Exhibit A, Part 3, Budget, except when authorized according to the procedures set forth in Exhibit A, Part 2, Section 2, "Expenditure of Grant Funds."
- 2.** Submit two Status Reports summarizing the status of awarded funds, due on February 15, 2018 and April 15, 2018.
- 3.** Make every effort to obligate or expend funds on or before April 15, 2018. If funds are not spent or obligated by that date, OHA in cooperation with the Regional Healthcare Preparedness Coalition (RHPC) may reduce the amount of this Grant Agreement through formal amendment process as described in Exhibit B, Section 19, "Amendments; Waiver; Consent." On or after April 15, 2018, OHA may initiate this amendment process by sending a Notice of Reallocation advising Recipient of the reduced grant amount. No expenses incurred after the date of the notice will be considered for reimbursement, regardless of the date that the formal amendment is executed.
- 4.** Submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2018, unless extended in writing by OHA. All expenditures must be completed by June 30, 2018.
- 5.** Utilize the Hospital Incident Command System (HICS) or National Incident Management System (NIMS) as the incident command system in implementing the EMP, if applicable. If an equivalent command system is not already being utilized, HICS should be implemented within 1 year from the execution of this Agreement.
- 6.** Participate in local (city, county, and regional) emergency planning, training, and exercises that involve hospital and healthcare coalition and public health related scenarios. Recipient shall submit After Action Reports/Improvement Plans (AARs/IPs) upon request for the responses and exercises used to demonstrate compliance with Healthcare Preparedness Program (HPP) requirements. The AARs/IPs shall include observations, strengths, challenges, and corrective action plans for responses or exercises and should relate to the healthcare preparedness capabilities, as applicable. All AARs/IPs shall be submitted in time for inclusion in the BP 01 annual progress report.
- 7.** Continue to participate as a member of the RHPC within the organizational Healthcare Preparedness Region. If not an RHPC member, then Recipient shall become informed enough to effectively contribute to the discussions and deliberations on relevant regional issues.
- 8.** Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
- 9.** If pharmaceuticals or other medical material is purchased, provide a written plan that addresses, as appropriate, the storage, rotation with day-to-day supplies to diminish waste due to expiring supplies, policies relating to activation and deployment of their stockpile, and disposal.
- 10.** Inform OHA within 30 days, when any materials purchased with these grant funds and being tracked in the inventory tracking system, have been moved to a different location than previously identified to OHA.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Disbursement of Grant Funds.

- a. **Disbursement Generally.** Subject to Section 1.b, OHA will disburse grant funds to Recipient upon OHA's approval of a completed Reimbursement Request. The Request shall include details of all planning, training, and exercises along with copies of original receipts for travel, supplies, and equipment. The Reimbursement Request must be received by OHA within 90 days following the actual expenditures, unless extended in writing by OHA. All expenses shall be incurred in the most cost effective manner resulting in the best value for the state. All costs are included in, and not in addition to, the total amount of this Grant Agreement.
- b. **Travel and Related Costs.** OHA will reimburse Recipient for travel and related costs such as meals and accommodations, and any other costs that provide direct benefit to the Program as described in Exhibit A, Part 1. Costs will be reimbursed at state rates in effect at the time the expenses are incurred and only when meeting the requirements of 45 CFR Part 75, as applicable.
- c. **Conditions Precedent to Disbursement.** OHA's obligation to disburse any grant funds to Recipient under this Agreement is subject to satisfaction of each of the following conditions precedent:
 - (1) OHA has received sufficient funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon;
 - (2) No default as described in Exhibit B, Section 8, "Default; Remedies; Termination," has occurred; and
 - (3) OHA has received from Recipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.

2. **Expenditure of Grant Funds.** Recipient may expend the grant funds solely to cover costs necessarily incurred by Recipient in performing the activities of this Grant Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law.

Recipient may expend grant funds only for allowable costs. "Allowable Costs" are expenditures made in accordance with the line-item budget approved by OHA and the RHPC and shown in the attached Exhibit A, Part 3, Budget, except that budget adjustments may be made as follows:

- a. For budget adjustments between Expenditure Categories that are within the same Capability AND Objective;
 - (1) A Change Form is required for OHA grant documentation purposes.
 - (2) Adjustments must be approved by OHA.
 - (3) Expenditure Category adjustments will not be included in the 30% cumulative change total.
- b. For budget adjustments between Capability and Objective;
 - (1) A Change Form is required for OHA grant documentation purposes.

- (2) Adjustments must be approved by OHA.
 - (3) Up to 30% of the cumulative grant award amount is allowable.
- c. Budget adjustments exceeding 30% of the cumulative grant award amount are not authorized unless an amendment to this Agreement is executed by all applicable parties.

EXHIBIT A

Part 3

Budget

HEALTHCARE PREPAREDNESS PROGRAM - BUDGET										
General Information:										
HPP Region: _____		Region 9			Date: _____		7/28/2017			
Awardee _____		Morrow County Health Dept.			Duns #: _____		010741189			
Address _____		110 N Court St/PO Box 799								
City, State and Zip _____		Heppner, OR 97836								
Budget Preparer Name, phone & e-mail: Sheree Smith 541-676-5421 ssmith@co.morrow.or.us										
Authorized Signer name, title, phone & e-mail Sheree Smith 541-676-5421 ssmith@co.morrow.or.us										
Award Year: 07/01/17-06/30/18										
Budget Details:										
CAPABILITIES & OBJECTIVES			EXPENDITURE CATEGORY:							TOTALS
			Personal Services	Travel - Instate	Travel-Out-of-State	Capital Equipment	Supplies	Contracts	Other	
Capability 1:	Foundation for Health Care and Medical Readiness	<i>Specific Activity and Use:</i>								
C1.O1	Establish and Operationalize a Health Care Coalition									\$0
C1.O2	Identify Risk and Needs									\$0
C1.O3	Develop a Health Care Coalition Preparedness Plan									\$0
C1.O4	Train and Prepare the Health Care and Medical Workforce									\$0
C1.O5	Ensure Preparedness is Sustainable									\$0
Sub-total:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capability 2:	Health Care and Medical Response Coordination	<i>Specific Use:</i>								
C2.O1	Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans									\$0
C2.O2	Utilize Information Sharing Procedures and Platforms									\$0
C2.O3	Coordinate Response Strategy, Resources, and Communications	Training and Exercises						2,000		\$2,000
Sub-total:			\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$2,000
Capability 3:	Delivery	<i>Specific Use:</i>								
C3.O1	Identify Essential Functions for Health Care Delivery									\$0
C3.O2	Plan for Continuity of Operations									\$0
C3.O3	Maintain Access to Non-Personnel Resources during an Emergency									\$0
C3.O4	Develop Strategies to Protect Health Care Information Systems and Networks									\$0
C3.O5	Protect Responders' Safety and Health									\$0
C3.O6	Plan for and Coordinate Health Care Evacuation and Relocation									\$0
C3.O7	Coordinate Health Care Delivery System Recovery									\$0
Sub-total:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capability 4:	Medical Surge	<i>Specific Use:</i>								
C4.O1	Plan for a Medical Surge									\$0
C4.O2	Respond to a Medical Surge	MRC Coordination and Planning, Medical Supply Trailer	30,575	5,000			4,000			\$39,575
Sub-total:			\$30,575	\$5,000	\$0	\$0	\$4,000	\$0	\$0	\$39,575
Grand Total			\$30,575	\$5,000	\$0	\$0	\$4,000	\$0	\$2,000	\$41,575

Capabilities and Expenditure Category definitions on next page. Please round all budgets to the nearest dollar. Questions: please contact your Liaison or John Crabtree at 971-673-1094.

C = Capability
O = Objective



2017-2022 Health Care Preparedness and Response Capabilities can be found here:
<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

CAPABILITIES:

<p>1: Foundation for Health Care and Medical Readiness</p>	<p>(refer to Pages 10 - 24) The community's health care organizations and other stakeholders - coordinated through a sustainable HCC - ha relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources. coalitions (HCCs) should collaborate with a variety of stakeholders to ensure the community has the necessary medical equipment and supplies, information, communication systems, and trained and educated health care personnel to respond to an emergency...</p>
<p>2: Health Care and Medical Response Coordination</p>	<p>(refer to Pages 25 - 31) Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergency planned events. enables the health care delivery system and other organizations to share information, manage and share resources, and integrat activities with their jurisdictions' Emergency Support Function-8 (ESF-B Public Health and Medical Services) lead agency and ESF-6 (Mass C: Emergency Assistance, Housing, and Human Services) lead agency at both the federal and state levels...</p>
<p>3: Continuity of Health Care Service Delivery</p>	<p>(refer to Pages 32 - 43) Health care organizations, with support from the HCC and the Emergency Support Function-8 (ESF-8) lead agen uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery result in a return or, ideally, improved operations...health care coalitions (HCCs) should take a broader view and address all risks that could compromise conti health care service delivery...</p>
<p>4: Medical Surge</p>	<p>(refer to Pages 44 - 55) Health care organizations—including hospitals, emergency medical services (EMS), and out-of-hospital provider timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collabor the Emergency Support Function-8 (ESF-8) lead agency, coordinates information and available resources for its members to maintain co surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's ti contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible... requires build and capability to manage a sudden influx of patients... requiring very specialized medical care. Surge requirements span a range of medical and h services...</p>

Expenditure Categories:

Personal Services	Salaries and Benefits (fringe) of staff working on program. This would be used for an awardee's staff time associated with this program.
Travel In-State	In state travel expenses related to the HPP Program.
Travel Out-State	Out of state travel expenses related to the HPP Program.
Capital Equipment	Single item over \$5,000. Could include generators, trailers, decon units.
Supplies	Office supplies, inventory items (PPE such as: masks, cots, stretchers, satellite phones, radios, etc.). Operational costs are budgeted under Other.
Contracts	Payments to other firms for the contractual use of their employees. Contracts may be used to perform specific jobs, such as training and exercise.
Other	Rent, telephone (service and line fees), non-contract expenses related to training and exercises.
Indirect/Admin Costs	Administrative costs that are related to HPP program.



2017-2022 Health Care Preparedness and Response Capabilities can be found here:
<https://www.oha.gov/preparedness/planning/hop/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

Activities for each

Capability

Objective:

Capability 1: Foundation for Health Care and Medical Readiness	
Objective 1: Establish and Operationalize a Health Care Coalition	
	C1.O1
Activity 1:	Define Health Care Coalition Boundaries
Activity 2:	Identify Health Care Coalition Members
Activity 3:	Establish Health Care Coalition Governance
Objective 2: Identify Risk and Needs	
	C1.O2
Activity 1:	Assess Hazard Vulnerabilities and Risks
Activity 2:	Assess Regional Health Care Resources
Activity 3:	Prioritize Resource Gaps and Mitigation Strategies
Activity 4:	Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs
Activity 5:	Assess and Identify Regulatory Compliance Requirements
Objective 3: Develop a Health Care Coalition Preparedness Plan	
	C1.O3
<i>Note: there are no identified Activities under this Objective</i>	
Objective 4: Train and Prepare the Health Care and Medical Workforce	
	C1.O4
Activity 1:	Promote Role-Appropriate National Incident Management System Implementation
Activity 2:	Educate and Train on Identified Preparedness and Response Gaps
Activity 3:	Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations
Activity 4:	Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements
Activity 5:	Evaluate Exercises and Responses to Emergencies
Activity 6:	Share Leading Practices and Lessons Learned
Objective 5: Ensure Preparedness is Sustainable	
	C1.O5
Activity 1:	Promote the Value of Health Care and Medical Readiness
Activity 2:	Engage Health Care Executives
Activity 3:	Engage Clinicians
Activity 4:	Engage Community Leaders
Activity 5:	Promote Sustainability of Health Care Coalitions
Capability 2: Health Care and Medical Response Coordination	
Objective 1: Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans	
	C2.O1
Activity 1:	Develop a Health Care Organization Emergency Operations Plan
Activity 2:	Develop a Health Care Coalition Response Plan
Objective 2: Utilize Information Sharing Procedures and Platforms	
	C2.O2
Activity 1:	Develop Information Sharing Procedures
Activity 2:	Identify Information Access and Data Protection Procedures
Activity 3:	Utilize Communications Systems and Platforms
Objective 3: Coordinate Response Strategy, Resources, and Communications	
	C2.O3
Activity 1:	Identify and Coordinate Resource Needs during an Emergency
Activity 2:	Coordinate Incident Action Planning During an Emergency
Activity 3:	Communicate with Health Care Providers, Non-Clinical Staff, Patients, and Visitors during an Emergency
Activity 4:	Communicate with the Public during an Emergency
Capability 3: Continuity of Health Care Service Delivery	
Objective 1: Identify Essential Functions for Health Care Delivery	
	C3.O1
<i>Note: there are no identified Activities under this Objective</i>	
Objective 2: Plan for Continuity of	
	C3.O2
Activity 1:	Develop a Health Care Organization Continuity of Operations Plan
Activity 2:	Develop a Health Care Coalition Continuity of Operations Plan
Activity 3:	Continue Administrative and Finance Functions
Activity 4:	Plan for Health Care Organization Sheltering-in-Place
Objective 3: Maintain Access to Non-Personnel Resources during an Emergency	
	C3.O3
Activity 1:	Assess Supply Chain Integrity
Activity 2:	Assess and Address Equipment, Supply, and Pharmaceutical Requirements
Objective 4: Develop Strategies to Protect Health Care Information Systems and Networks	
	C3.O4
<i>Note: there are no identified Activities under this Objective</i>	
Objective 5: Protect Responders' Safety and Health	
	C3.O5
Activity 1:	Distribute Resources Required to Protect the Health Care Workforce
Activity 2:	Train and Exercise to Promote Responders' Safety and Health
Activity 3:	Develop Health Care Worker Resilience
Objective 6: Plan for and Coordinate Health Care Evacuation and Relocation	
	C3.O6
Activity 1:	Develop and Implement Evacuation and Relocation Plans
Activity 2:	Develop and Implement Evacuation Transportation Plans
Objective 7: Coordinate Health Care Delivery System Recovery	
	C3.O7
Activity 1:	Plan for Health Care Delivery System Recovery
Activity 2:	Assess Health Care Delivery System Recovery after an Emergency
Activity 3:	Facilitate Recovery Assistance and Implementation
Capability 4: Medical Surge	
Objective 1: Plan for a Medical Surge	
	C4.O1
Activity 1:	Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan
Activity 2:	Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan
Activity 3:	Incorporate Medical Surge into a Health Care Coalition Response Plan
Objective 2: Respond to a Medical Surge	
	C4.O2
Activity 1:	Implement Emergency Department and Inpatient Medical Surge Response
Activity 2:	Implement Out-of-Hospital Medical Surge Response
Activity 3:	Develop an Alternate Care System
Activity 4:	Provide Pediatric Care during a Medical Surge Response
Activity 5:	Provide Surge Management during a Chemical or Radiation Emergency Event
Activity 6:	Provide Burn Care during a Medical Surge Response
Activity 7:	Provide Trauma Care during a Medical Surge Response
Activity 8:	Respond to Behavioral Health Needs during a Medical Surge Response
Activity 9:	Enhance Infectious Disease Preparedness and Surge Response
Activity 10:	Distribute Medical Countermeasures during Medical Surge Response
Activity 11:	Manage Mass Fatalities

EXHIBIT A

Part 4

Special Terms and Conditions

1. Federal Restrictions and Limitations.

- a. Awardees may not use funds for research.
- b. Awardees may not use funds for clinical care except as allowed by law. For the purposes of the Notice of Funding Opportunity (NOFO), clinical care is defined as “directly managing the medical care and treatment of patients”
- c. Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- d. Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- e. Reimbursement of pre-award costs generally is not allowed, unless The Centers for Disease Control and Prevention (CDC) provides written approval to the awardee.
- f. Other than for normal and recognized executive-legislative relationship, no funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive or Executive order proposed or pending before any legislative body.
 - See Additional Requirement (AR) for detailed guidance on the prohibition and additional guidance on lobbying for CDC awardees ([http://www.cdc.gov/grants/documents/AntiLobbying Restrictions for CDC Recipient July 2012.pdf](http://www.cdc.gov/grants/documents/AntiLobbying%20Restrictions%20for%20CDC%20Recipient%20July%202012.pdf)).
- g. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provide who in ineligible.
- h. Awardees may not use funds for construction or major renovations.
- i. Awardees may supplement but not supplant existing state or federal funds for activities described in the budget.
- j. Payment or reimbursement of backfilling costs for staff is not allowed.
- k. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$187,000 per year.
- l. Health Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts
- m. HPP and PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any request for such must receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC Office of Grant Services (OGS).

- n. Recipients may not use funds to purchase a house or other living quarters for those under quarantine.
- o. HPP and PHEP awardees may (with prior approval) use funds for overtime for individual directly associated (listed in personnel costs) with the award.
- p. HPP awardees cannot use funds to support standalone, single-facility exercises.

2. Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E).

- a. **Cap on Salaries** (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

- b. **Gun Control Prohibition** (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

- c. **Lobbying Restrictions** (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 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 Congress or any State or local legislature or legislative body, except in presentation of the 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 itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) 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 of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Recipients at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Recipients_July_2012.pdf

3. Required Disclosures for Federal Awardee Performance and Integrity Information Systems.

(FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner in writing to the CDC, with a copy of the HHS Office of Inspector General (OIG), all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following address:

CDC, Office of Grants Services
Shantel Shelmon, Grants Management
Specialist Centers for Disease Control and
Prevention
OD, Environmental, Occupational Health & Injury Prevention Services
Branch 2960 Brandywine Road
Atlanta GA 30341
Telephone: 678-475-4903
Email address: smb5@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake
Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) -205-0604 (include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosures requirement in all sub awards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) 45 CFR 75.372 (b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373 (b)).

- 4. Inventions:** Acceptance of grant funds obligates recipient to comply with the standard patent rights clause in 37 CFR Part 401.14
- 5. Publications:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, TP921916, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.
- 6. Acknowledgment Of Federal Support:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with

Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipient of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non- governmental sources.

7. **Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve

(12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

8. **Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

9. **Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the recipient without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the

recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

10. **Equipment and Products:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it observes provisions of applicable grant regulations found at 45 CFR Part 75.

11. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Reserved.

7. 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 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 Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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 Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient 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 Recipient 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 Recipient 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 Recipient’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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require 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 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 Recipient’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 Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;

- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, 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 Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

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

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. 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. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement 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.

22. 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 OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Recipient shall require its first tier contractor(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 Change or Cancellation, and Certificate(s) or Proof of Insurance before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. Types and Amounts

a. Workers' Compensation and Employers' Liability:

Subcontractors that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Subcontractor, shall provide Workers' Compensation insurance coverage for their employees as required by applicable Workers' Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.

b. Professional Liability:

Required Not required

c. Commercial General Liability:

Required Not required

d. Abuse and Molestation:

Required Not required

e. Automobile Liability:

Required Not required

2. Excess/Umbrella:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance.

3. Additional Insured:

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers,

employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subcontractor's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of their ongoing operations must be on ISO Form CO 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.

4. Tail Coverage:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subcontractor shall maintain either Tail Coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Subcontractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

5. Certificate(s) and Proof of Insurance:

Recipient shall obtain from the contractor a Certificate(s) of Insurance for all required insurance before the contractor delivers any Goods and performs any Services required under the subcontract. The Certificate(s) or 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. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As Proof of Insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

6. Notice of Change or Cancellation:

The Subcontractor or its insurer must provide at least 60 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. Insurance Requirement Review:

Recipient agrees to periodic review of insurance requirements by OHA under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

8. OHA Acceptance:

All insurance providers are subject to OHA acceptance. If requested by OHA, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, 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.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to 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 laws requiring reporting of OHA 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 grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to Recipient 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 of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace.

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient 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 Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient'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 41

U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor'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.

10. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient 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. 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. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient'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 contract) 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).

12. Agency-based Voter Registration.

If applicable, Recipient 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.

13. Disclosure.

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** 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.
- d.** Recipient shall make the disclosures required by this Section to OHA. 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 information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

EXHIBIT E
RESERVED

EXHIBIT F

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. below): Morrow County
2. Subrecipient's Unique Entity Identifier (i.e., DUNS number): 010741189
3. Sub-award Period of Performance Start and End Date: From: 07/01/2017 To: 06/30/2018.
4. Total Amount of Federal Funds Obligated by this Agreement: **\$41,575.00**
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: **\$41,575.00**
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of pass-through entity: Oregon Health Authority (OHA) Public Health Division
 - (b) Contact Information for awarding official of the pass-through entity: Jill Snyder, 971-673-0714 (jill.f.snyder@state.or.us)
7. Federal Award:
 - (a) Federal Award Identification Number (FAIN): 1 NU90TP921916-01-00
 - (b) Federal Award Date: 07/17/17
 - (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$41,575.00**
 - (d) Federal Awarding Agency: CDC
 - (e) Federal Award Project Description: Hospital Preparedness Program
 - (f) CFDA Number and Name: 93.889 – National Bioterrorism Hospital Preparedness Program
Amount: \$2,577,424
 - (g) Indirect Cost Rate: 17.45%
 - (h) Is Award Research and Development? Yes No

*For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OHA.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current State fiscal year 2018.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #
4e

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Kate Knop
Department: Finance
Person Attending: Kate Knop

Phone Number (Ext): 5302
Requested Agenda Date: 9/13/17

Short Title of Agenda Item: Sheriff's Department Budget Resolutions R-2017-25 & R-2017-26

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution (checked)
Ordinance/Public Hearing:
1st Reading
2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A

For Contracts and Agreements Only

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: Various
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. TITLE OF AGENDA ITEM: General Fund – Sheriff’s Department Budget Resolution R-2017-25 & 26
2. ISSUES, BACKGROUND, AND DISCUSSION: In the matter of transferring appropriations within the Morrow County General Fund – Sheriff’s Department pursuant to ORS 294.463(1) and (2). The requested budget resolutions R-2017-25 increases the General Fund - Sheriff’s Department personnel budget by \$65,000. The Board of Commissioners approved the addition of the Special Resource Officer FTE on September 6, 2017. The second budget resolution R-2017-26 transfers the Capital Outlay – Equipment appropriation to Material & Services – Uniform Expense in the amount of \$40,000. The original budget did not reflect the budget appropriation necessary to support equipment at the new fixed asset threshold of \$5,000.
3. OPTIONS:
Options available to the Board of Commissioners include:
 1. Move to approve Resolution R-2017-25 & R-2017-26 as written;
 2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
 3. Take no action;
 4. Other.
4. FISCAL IMPACT:
The approval of the two budget resolutions will allow the Sheriff’s Department budget appropriation for the new Special Resource Officer.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution R-2017-25 & R-2017-26 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

Routing: Original or copies of signed contract or document should be sent to the following:			
<input type="checkbox"/>	Clerk (Original for recording)	<input type="checkbox"/>	Finance Department (Copy for file)
<input type="checkbox"/>	Board of Commissioners (Copy for file)	<input type="checkbox"/>	Department – For distribution
<input type="checkbox"/>	Other _____		

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

In the Matter of Transferring)
 Appropriations within the Morrow County) RESOLUTION NO. R-2017-25
 General Fund, Pursuant)
 to ORS 294.463(1).)

WHEREAS, ORS 294.463(1) allows the governing body of a municipal corporation to transfer appropriations within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation; and

WHEREAS, ORS 294.463(2) allows for contingency appropriation transfers made by resolution (versus supplemental budget) up to an aggregate of 15% of total fund appropriations; and

WHEREAS, the Morrow County – General Fund, Sheriff’s Department, Personnel, will be increasing expenditures to meet the Board approved addition of a School Resource Officer, it is necessary to transfer appropriations to accomplish this.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following intra-fund transfer within the Morrow County General Fund.

	<u>Current Appropriation</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>General Fund</u>			
Personnel - #101-113	\$0	\$65,000	\$65,000
Other Requirements #101-199	\$365,000	(\$65,000)	\$300,000

Dated this 13th day of September, 2017.

**MORROW COUNTY BOARD OF
COMMISSIONERS
MORROW COUNTY, OREGON**

Melissa Lindsay, Chair

Jim Doherty, Commissioner

Don Russell, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

In the Matter of Transferring)
 Appropriations within the Morrow County) RESOLUTION NO. R-2017-26
 General Fund, Pursuant)
 to ORS 294.463(1).)

WHEREAS, ORS 294.463(1) allows the governing body of a municipal corporation to transfer appropriations within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation; and

WHEREAS, ORS 294.463(2) allows for contingency appropriation transfers made by resolution (versus supplemental budget) up to an aggregate of 15% of total fund appropriations; and

WHEREAS, the Morrow County – General Fund, Sheriff’s Department, Material & Services, will be incurring expenditures that do meet the minimum fixed asset threshold, it is necessary to transfer appropriations to accomplish this.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following intra-fund transfer within the Morrow County General Fund.

	<u>Current Appropriation</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>General Fund – Sheriff’s Department</u>			
Materials & Services	\$596,550	\$40,000	\$636,550
Capital Outlay	\$322,500	(\$40,000)	\$282,500

Dated this 13th day of September, 2017

**MORROW COUNTY BOARD OF
COMMISSIONERS
MORROW COUNTY, OREGON**

Melissa Lindsay, Chair

Jim Doherty, Commissioner

Don Russell, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #
5a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Karen Wolff
Department: Human Resources
Person Attending BOC Meeting (Required): Karen Wolff
Short Title of Agenda Item: County Administrator Recruitment Process
Phone Number (Ext): x5620
Requested Agenda Date: 9/13/2017

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading
2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time: 10 min.
Department Report
Other:

For Contracts and Agreements Only

N/A
Contractor/Entity:
Contractor/Entity Address:
Effective Dates -- From:
Total Contract Amount:
Does the contract amount exceed \$5,000?
Through:
Budget Line:
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Karen Wolff
Department Head
Required for all BOC meetings
9/8/17
Admin. Officer/BOC Office
Required for all BOC meetings
DATE
County Counsel
Required for all legal documents
DATE
Finance Office
Required for all contracts; Other items as appropriate.
DATE
Human Resources
If appropriate
DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 3)

1. TITLE OF AGENDA ITEM: County Administrator Recruitment Process

2. ISSUES, BACKGROUND, AND DISCUSSION:

The process for the County Administrator Recruitment is outlined in the attached documents and timeline. The actual questions and scoresheets have been removed from the packet of information that was shared with the Recruitment Committee. (Don't want to show our hand ahead of time!) The request to the Commissioners is to provide the public an opportunity to see the process and provide comment on the process. By completing this action, the subsequent meetings to consider the applicants may be held in Executive Session.

192.660 Executive sessions permitted on certain matters; procedures; news media representatives' attendance; limits. (1) ORS 192.610 to 192.690 do not prevent the governing body of a public body from holding executive session during a regular, special or emergency meeting, after the presiding officer has identified the authorization under ORS 192.610 to 192.690 for holding the executive session.

(2) The governing body of a public body may hold an executive session:

(a) To consider the employment of a public officer, employee, staff member or individual agent.

(7) The exception granted by subsection (2)(a) of this section does not apply to:

(d) The employment of the chief executive officer, other public officers, employees and staff members of a public body unless:

(A) The public body has advertised the vacancy;

(B) The public body has adopted regular hiring procedures;

(C) In the case of an officer, the public has had the opportunity to comment on the employment of the officer; and

(D) In the case of a chief executive officer, the governing body has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

Please see my attached memo for additional information.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 3 of 3)

3. OPTIONS:

- A. Accept as presented.
- B. Amend and accept.
- C. Reject and provide additional direction.

4. FISCAL IMPACT:

There will be additional expenses that were not anticipated at the time of preparing the budget. When we narrow the candidate field for Face-To-Face interviews, we will have expenses for travel (mileage, air fare, rental car, etc.), lodging and meals. The actual expense will not be known until we determine how many candidates will be selected for interviews and their travel needs.

5. STAFF RECOMMENDATIONS:

I recommend accepting the process as outlined or amended.

6. SUGGESTED ACTION(S) / MOTION(S):

Move to accept the County Administrator Recruitment Process as (presented)(amended) and direct the Human Resources Director to implement this process immediately.

Move to appoint the County Administrator Reviewing Committee consisting of: _____ and direct the committee to move forward with the review of applicants for the County Administrator position and subsequent recommendations.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: Morrow County Commissioners

FROM: County Administrator Recruitment Committee

DATE: September 8, 2017

RE: County Administrator Recruitment Process

On August 2, 2017 the Board of Commissioners appointed a County Administrator Recruitment Committee and charged this committee with developing a Job Description for the County Administrator. The committee consists of: Commissioner Jim Doherty; Carla McLane, Planning Director; Sheryll Bates, Heppner Chamber Director; Jerry Sorte, Administrative Officer; and myself. On August 9, 2017 the Job Description was approved, a wage range was assigned (\$95,000 - \$125,000) and the Board of Commissioners directed Human Resources to begin the recruitment process for a County Administrator. The recruitments have been released to: Heppner Gazette-Times, EastOregonian, League of Oregon Cities Jobs, Craigslist, LinkedIn, and the Morrow County web site. We have already received a couple of applications and resumes. The first review of application materials is after September 29, 2017.

Prior to the review of the applications, the evaluation process needs to be reviewed in a public meeting and approved by the Board of Commissioners. Below is an outline of the process that I would recommend and the supporting documents are attached. This process is very similar to the process that was used in the 2015 County Administrator process.

County Administrator Applicant Evaluation Process

1. Receive Applications
2. Human Resources reviews applications and establishes if they meet the minimum qualifications. *(October 2)*
3. Applications are shared with the Reviewing Committee (I suggest we use the Recruitment Committee and the Commissioners). *(October 3)*
4. The Reviewing Committee scores each application and returns the score sheets to Human Resources. *(October 6)*
5. Human Resources compiles the scores to establish an average score for each application. The committee then decides the cut off score, and thereby, which applicants will remain in the pool of candidates. *(October 6)*
6. Send the Supplemental Questions to the applicants still in the candidate pool *(October 9)*
7. Supplemental Questions to be returned by a specified date. *(October 16)*
8. Supplemental Questions are shared with the Reviewing Committee. *(October 17)*

9. The Reviewing Committee scores each application and returns the score sheets to Human Resources. *(October 19)*
10. Human Resources compiles the scores to establish an average score for each application. The committee then decides the cut off score, and thereby, which applicants to retain. *(October 20)*
11. Facetime or Skype video interviews are scheduled with the applicants still in the pool. This will allow the Review Committee to interact with the applicants without the travel expense. *(October 20)*
12. Conduct Video Interviews October 23 – 24. These interviews may need to be scheduled after hours.
13. After each interview, score sheets are returned to Human Resources to compile scores.
14. Face To Face Interviews are scheduled with the final candidates. *(October 26)*
15. Face To Face Interviews. Morrow County reimburses candidates for travel expenses such as airfare, mileage, meals, lodging. *(November 6 – 7)*
16. First day is a tour of Morrow County lead by the Review Committee. This is kind of a long day.
17. Second day is formal interviews.
18. Candidates are ranked in order. Review Committee makes a recommendation to the Board of Commissioners in Executive Session.
19. Based on Board of Commissioner's direction, references are checked on #1 and maybe #2, depending on the situation. Utilize Local Government Personnel Institute for unbiased reference checks. Results shared with the Board of Commissioners in Executive Session. *(November 8)*
20. Based on Board of Commissioner's decision in Executive Session, Conditional Offer of Employment is extended to top candidate, based on an acceptable background check and maybe a reference check with a current employer, if it has not been completed prior. *(November 15)*

This is a very tight timeline and will require a commitment from all involved to make this a priority. Part of the reason for the push is to complete the Face To Face interviews before the AOC Annual Conference and Thanksgiving week. We could push the timeline out, if desired.

The following actions are being requested of the Board of Commissioners:

Recruitment Process:

- Accept as presented.
- Modify and accept.
- Reject and direct other action.

Review Committee: Once the process is approved, appoint a Review Committee.

- Recommended: Recruitment Committee and Commissioners
Chair Lindsay, Commissioner Russell, Commissioner Doherty, Carla McLane, Sheryll Bates, Karen Wolff.
- Modify and appoint.
- Reject and direct other action.

2017 County Administrator Recruitment Timeline

August 2017	Recruitments released
September 29	First cut-off for applications
October 3	Applications, score sheets and HR reviews are transmitted to Review Committee
October 6	Score sheets due back to HR
October 9	Send Supplemental Questions to candidates still in the applicant pool
October 16	Supplemental Questions due back to HR
October 17	Supplemental Questions and score sheets transmitted to Review Committee
October 19	Supplemental Question score sheets due back to HR
October 20	Schedule Video Interviews with candidates still in the applicant pool
October 23-24	Video Interviews
October 26	Schedule Face-To-Face interviews with candidates still in the applicant pool
November 6-7	Face-To-Face interviews
November 8	Forward Background Investigation authorizations to LGPI for reference checks.
November 15?	Tender Conditional Job Offer, pending further Background Investigation

Condensed

County Administrator

Morrow County is seeking a County Administrator (CA). This is a full-time, exempt position, with a salary range of \$95,000 - \$125,000, depending on qualifications, plus excellent benefits.

This position is open until filled, but the first review of applications will be after 5:00 p.m. Friday, September 29, 2017. EOE and Veterans' Preference.

The full job description, application and instructions may be found on the Morrow County website under the Human Resources tab, www.co.morrow.or.us and returned to Karen Wolff, Morrow County Human Resources Director, P.O. Box 788, Heppner OR 97836, or 541-676-5620, or kwolff@co.morrow.or.us.

This is an external posting
Posted 8/22/2017

County Administrator

Morrow County is seeking its next County Administrator (CA). Reporting to the Board of Commissioners and working with appointed and elected Department Directors, County Counsel and contract vendors, the CA provides support to the Board of Commissioners, general management of the county and oversees internal operations.

Morrow County has a population of 12,000, including four (4) incorporated cities and one (1) town. Agriculture and natural resources remain a driving forces in the economy. Other growing industries add to the diversity of the economy including: food processing, energy generation, tourism and data centers. The Port of Morrow, in northern Morrow County, is the second busiest port in the state. The Columbia River is the northern boundary of Morrow County affording recreational opportunities, including fishing and water sports. The southern part of the county is forested providing hunting, fishing, ATV, hiking and numerous other recreational opportunities. Morrow County boasts excellent schools with a variety of extra-curricular activities such as drama, athletics, music, and outdoor recreation. The Board of Commissioners is comprised of three (3) nonpartisan, energetic and engaged local residents. The Board seeks a County Administrator with strong management and leadership skills who is proficient in all aspects of municipal government operations. A genuine appreciation for the community and a commitment to active involvement is essential. Well-developed consensus-building and communication skills are vital, and experience working closely and successfully with elected officials is highly desirable. A Bachelor's degree in Business Administration or a related field, and at least five (5) years of local government management experience is required.

This is a full-time, exempt position, with a salary range of \$95,000 - \$125,000, depending on qualifications, plus excellent benefits.

This position is open until filled, but the first review of applications will be after 5:00 p.m. Friday, September 29, 2017.

The full job description may be found on the Morrow County website under the Human Resources tab.

www.co.morrow.or.us

Interested persons should send a resume, cover letter, and a completed Morrow County Executive Application for Employment to Karen Wolff, Morrow County Human Resources Director, P.O. Box 788, Heppner OR 97836, or 541-676-5620, or kwolff@co.morrow.or.us.

Per Oregon Revised Statutes, 408.255-237, Morrow County grants preference in hiring to veterans and disabled veterans as defined by state law. If you are eligible and wish to claim Veterans' Preference, please include supporting documents with application materials.

Morrow County is an Equal Opportunity employer, and accords full and equal consideration for employment, on the basis of merit or other relevant, meaningful criteria. Morrow County encourages applications from under-represented group members. Federal and state legislation prohibits discrimination on the basis of race, religion, color, national origin, ancestry, sex, age, disability and veteran status.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5668 Fax (541) 676-5619

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: Commissioner Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Carla McLane, Planning Director
Karen Wolff, Human Resources Director
Sheryll Bates, Heppner Chamber Director

FROM: Karen Wolff, Human Resources Director

DATE: October __, 2017

RE: County Administrator Cover Letters and Resumes

Enclosed are copies of the *(number)* sets of documents that have been submitted in the first step of the County Administrator application process. It is encouraging to see this many applications.

Over the course of the next week, please review the documents for each applicant. There is a list of all applicants and my evaluation of whether they meet the minimum requirements for the position. There is also a copy of the advertisement for the position. Please complete a scored evaluation of each application. Please return the entire packet to me by *(date)*. Don't worry if your scores seem low or seem high. People who score applicants low, generally score all applicants low, and vice versa. As long as you are consistent, it will all work out in the end.

After I receive the score sheets back from everyone, I will enter the final scores on a spreadsheet and produce an average score for each applicant. This will rank them in order of preference. We will then discuss where we want to cut the list and ask for additional information from the applicants.

The next step will be to ask the applicants to respond to a set of Supplemental Questions. We will evaluate those responses and then determine which applicants we would like to invite for an interview.

This process is much more involved than our typical application process, but it is a common executive search method. We want the right candidate for the position. We also want to document our processes on this position posting. Dotting all I's and crossing all T's. I will remind you of the importance of confidentiality of this process. We do not want names of applicants drifting around, *(especially since some applicants are local?)*

If you have any questions, please do not hesitate to contact me.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

Applicant
Mailing
Town, St Zip

RE: County Administrator Position – Morrow County

Sent via email and US Mail

Dear Applicant,

Thank you for your interest in Morrow County and our County Administrator position. We were impressed with your application materials.

Below are three Supplemental Essay Questions. In order to get a better sense of your writing skills and additional insights into your experience, please answer these questions. Limit your responses to no more than a single page per question. Please send your responses to me at the email address listed above no later than **October __, 2017**.

If you have any questions, please feel free to contact me. My contact information is listed above.

Sincerely,

Karen Wolff
Human Resources Director

Supplemental Essay Questions

1. Question
2. Question
3. Question



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

Date

Name

Address

City, State Zip

RE: County Administrator Video Interview

Dear (Name),

Thank you for submitting your Supplemental Essay Questions. We have reviewed your responses and would like to schedule a video interview with you. The intent of this interview is to allow us to interact with you to some extent without the need to travel to Morrow County.

Would you be available for a Facetime or Skype interview on date and time. If you are not available at this time, please contact me to make other arrangements.

If you do not have access to Facetime or Skype, please let me know and we will try to make other arrangements.

I look forward to hearing from you before date.

Regards,

Karen Wolff
Human Resources Director



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #
6a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Carla McLane
Department: Planning
Person Attending: Carla McLane
Short Title of Agenda Item: Planning Update

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: September 13, 2017

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Carla McLane 9/14/17 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: Planning Update.

 2. ISSUES, BACKGROUND, AND DISCUSSION: There are two items of specific interest today, as follows:
 - Marijuana Opt-Out Update: Senate Bill 1057 Enrolled and HB 2198 Enrolled – Staff recommendation to complete Ordinance to broaden Opt-Out to new categories.
 - Boardman to Hemingway amended preliminary Application for Site Certificate (apASC) draft comment letter.

 3. OPTIONS:

 4. FISCAL IMPACT:

 5. STAFF RECOMMENDATIONS:

 6. SUGGESTED ACTION(S) / MOTION(S):

- Attached is the following:
 - Planning Update Memorandum
 - Select Portions of Enrolled Senate Bill 1057 and Enrolled House Bill 2198
 - Ordinance Number ORD-2015-4
 - Boardman to Hemingway amended preliminary Application for Site Certificate final draft comment letter.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: September 11, 2017
RE: Planning Update

Marijuana Opt-Out Update: This was first brought to the Board of Commissioners in July with a follow up in August; it has also been discussed at two Morrow County Citizens Economic Development Task Force meetings, inviting additional members of the previous Marijuana Task Force to one. General consensus is to retain the opt-out in all of Morrow County. For the unincorporated portion of Morrow County this would require an update to Ordinance ORD-2015-4 opting out of the four new license types related to converting a license to medical only.

In Enrolled Senate Bill 1057 these additional four types of license types have been authorized. To maintain the current opt out for all types of marijuana licenses Ordinance ORD-2015-4 would need to be amended, adding these new license types. Enrolled House Bill 2198 provides the following, found in Section 17, supporting local government opt-out without a vote of the citizens: "If a city or county enacts or has enacted an ordinance prohibiting or allowing marijuana processing sites registered under ORS 475B.435 or medical marijuana dispensaries registered under ORS 475B.450, the governing body of the city or the county may amend the ordinance, without referring the amendment to the electors of the city or county under ORS 475B.800, to prohibit or allow the premises of a licensee, as those terms are defined in ORS 475B.015, that has been designated an exclusively medical licensee under section 24, 25, 26 or 27, chapter 183, Oregon Laws 2017 (Enrolled Senate Bill 1057)."

Should the Board of Commissioners choose to move forward and maintain the current opt out Planning staff can draft an amended Ordinance for consideration at a future Board of Commissioners meeting. A motion to accomplish this would be: "I move to maintain the current opt out of both medical and recreational marijuana, and direct staff to prepare the necessary Ordinance to amend Ordinance ORD-2015-4 adding the new license types approved by the Legislature in Enrolled Senate Bill 1057 approved in 2017, under the authority found in Enrolled House Bill 2198 approved in 2017 to take this action without a vote of the electors."

Boardman to Hemingway amended preliminary Application for Site Certificate (apASC): The Oregon Department of Energy (ODOE) offered, if requested, extension of the 45 day comment period concerned with the apASC, a document that is some 17,000 pages in length. A request was made, and granted, giving Morrow County until October 2, 2017, to submit comment. It is my intent to finalize the comment letter and submit it by weeks end. The final draft is attached, with incorporated requested conditions.

Enrolled

Senate Bill 1057

Sponsored by COMMITTEE ON RULES (at the request of Senators Ginny Burdick, Ted Ferrioli)

CHAPTER

AN ACT

Relating to cannabis; creating new provisions; amending ORS 279A.025, 471.705, 475B.010, 475B.015, 475B.025, 475B.033, 475B.035, 475B.040, 475B.045, 475B.055, 475B.060, 475B.065, 475B.068, 475B.070, 475B.075, 475B.125, 475B.130, 475B.135, 475B.140, 475B.150, 475B.160, 475B.170, 475B.180, 475B.190, 475B.200, 475B.205, 475B.210, 475B.215, 475B.218, 475B.230, 475B.233, 475B.235, 475B.240, 475B.255, 475B.260, 475B.290, 475B.295, 475B.298, 475B.300, 475B.305, 475B.310, 475B.315, 475B.325, 475B.340, 475B.345, 475B.355, 475B.358, 475B.365, 475B.370, 475B.399, 475B.428, 475B.430, 475B.605, 475B.655 and 475B.800 and sections 22, 30 and 33, chapter 24, Oregon Laws 2016, and sections 2, 3, 4 and 5, chapter 83, Oregon Laws 2016; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

GENERAL PROVISIONS

SECTION 1. ORS 475B.010 is amended to read:

475B.010. ORS 475B.010 to 475B.395 shall be known and may be cited as the [*Control and Regulation of Marijuana Act.*] **Adult and Medical Use of Cannabis Act.**

SECTION 2. Sections 3 and 4 of this 2017 Act are added to and made a part of ORS 475B.010 to 475B.395.

SECTION 3. A license issued under ORS 475B.010 to 475B.395:

- (1) Is issued for both adult use purposes and medical use purposes; and
- (2) Serves the purpose of exempting the person that holds the license from the criminal laws of this state for possession, delivery or manufacture of marijuana items, provided that the person complies with all state laws and rules applicable to licensees.

SECTION 4. Except as otherwise provided by law, the Oregon Liquor Control Commission has any power, and may perform any function, necessary for the commission to prevent the diversion of marijuana from licensees to a source that is not operating legally under the laws of this state.

REGULATORY SPECIALISTS

SECTION 5. Section 6 of this 2017 Act is added to and made a part of ORS 475B.010 to 475B.395.

SECTION 6. (1) In addition to the duties, functions and powers described in ORS 471.775, and subject to subsection (2) of this section, a regulatory specialist, as defined in ORS

(b) Receiving usable marijuana only from marijuana producers registered under section 2, chapter 83, Oregon Laws 2016, and marijuana processors registered under section 3, chapter 83, Oregon Laws 2016;

(c) Receiving cannabinoid products, cannabinoid concentrates and cannabinoid extracts only from a marijuana processor registered under section 3, chapter 83, Oregon Laws 2016; and

(d) Transferring usable marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts only to marijuana retailers registered under section 5, chapter 83, Oregon Laws 2016.

(2) If the commission makes a designation under this section, the commission shall keep a record of the designation.

SECTION 27. (1) The Oregon Liquor Control Commission shall designate any marijuana retailer that holds a license issued under ORS 475B.110 and that is registered under section 5, chapter 83, Oregon Laws 2016, as an exclusively medical licensee if the marijuana retailer attests, in a form and manner prescribed by the commission, to:

(a) Selling marijuana items only for medical purposes;

(b) Receiving usable marijuana only from marijuana producers registered under section 2, chapter 83, Oregon Laws 2016, marijuana processors registered under section 3, chapter 83, Oregon Laws 2016, and marijuana wholesalers registered under section 4, chapter 83, Oregon Laws 2016;

(c) Receiving cannabinoid products, cannabinoid concentrates and cannabinoid extracts only from a marijuana processor registered under section 3, chapter 83, Oregon Laws 2016, and marijuana wholesalers registered under section 4, chapter 83, Oregon Laws 2016; and

(d) Transferring usable marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts only to registry identification cardholders and designated primary caregivers.

(2) If the commission makes a designation under this section, the commission shall keep a record of the designation.

SECTION 28. ORS 475B.800, as amended by section 31, chapter 24, Oregon Laws 2016, is amended to read:

475B.800. (1) The governing body of a city or county may adopt ordinances to be referred to the electors of the city or county as described in subsection (2) of this section that prohibit or allow the establishment of any one or more of the following in the area subject to the jurisdiction of the city or in the unincorporated area subject to the jurisdiction of the county:

(a) Marijuana processing sites registered under ORS 475B.435;

(b) Medical marijuana dispensaries registered under ORS 475B.450;

(c) Marijuana producers [*licensed*] that hold a license issued under ORS 475B.070;

(d) Marijuana processors [*licensed*] that hold a license issued under ORS 475B.090;

(e) Marijuana wholesalers [*licensed*] that hold a license issued under ORS 475B.100;

(f) Marijuana retailers [*licensed*] that hold a license issued under ORS 475B.110; [or]

(g) Marijuana producers that hold a license issued under ORS 475B.070 and that the Oregon Liquor Control Commission has designated as an exclusively medical licensee under section 24 of this 2017 Act;

(h) Marijuana processors that hold a license issued under ORS 475B.090 and that the commission has designated as an exclusively medical licensee under section 25 of this 2017 Act;

(i) Marijuana wholesalers that hold a license issued under ORS 475B.100 and that the commission has designated as an exclusively medical licensee under section 26 of this 2017 Act;

(j) Marijuana retailers that hold a license issued under ORS 475B.110 and that the commission has designated as an exclusively medical licensee under section 27 of this 2017 Act; or

[(g)] (k) Any combination of the entities described in this subsection.

(2) If the governing body of a city or county adopts an ordinance under this section, the governing body shall submit the measure of the ordinance to the electors of the city or county for approval at the next statewide general election.

(3) If the governing body of a city or county adopts an ordinance under this section, the governing body must provide the text of the ordinance:

(a) To the Oregon Health Authority, in a form and manner prescribed by the authority, if the ordinance concerns a medical marijuana dispensary registered under ORS 475B.450 or a marijuana processing site registered under ORS 475B.435; or

(b) To the [Oregon Liquor Control] commission, if the ordinance concerns a premises for which a license has been issued under ORS [475B.070, 475B.090, 475B.100 or 475B.110] **475B.010 to 475B.395.**

(4)(a) Upon receiving notice of a prohibition under subsection (3) of this section, the authority shall discontinue registering those entities to which the prohibition applies until the date of the next statewide general election.

(b) Upon receiving notice of a prohibition under subsection (3) of this section, the commission shall discontinue licensing those premises to which the prohibition applies until the date of the next statewide general election.

(5)(a) If an allowance is approved at the next statewide general election under subsection (2) of this section, and the allowance concerns an entity described in subsection (1)(a) or (b) of this section, the authority shall begin registering the entity to which the allowance applies on the first business day of the January immediately following the date of the statewide general election.

(b) If an allowance is approved at the next statewide general election under subsection (2) of this section, and the allowance concerns an entity described in subsection (1)(c) to [(f)] (j) of this section, the commission shall begin licensing the premises to which the allowance applies on the first business day of the January immediately following the date of the next statewide general election.

(6) If the electors of a city or county approve an ordinance prohibiting or allowing an establishment described in subsection (1)(a), (b) or (g) to (j) of this section, the governing body of the city or county may amend the ordinance, without referring the amendment to the electors of the city or county, to prohibit or allow any other establishment described in subsection (1)(a), (b) or (g) to (j) of this section.

[(6)] (7) Notwithstanding any other provisions of law, a city or county that adopts an ordinance under this section that prohibits the establishment of an entity described in subsection (1) of this section may not impose a tax or fee on the production, processing or sale of marijuana or any product into which marijuana has been incorporated.

[(7)] (8) Notwithstanding subsection (1) of this section, a medical marijuana dispensary is not subject to an ordinance adopted under this section if the medical marijuana dispensary:

(a) Is registered under ORS 475B.450 on or before the date on which the governing body adopts the ordinance; and

(b) Has successfully completed a city or county land use application process.

[(8)] (9) Notwithstanding subsection (1) of this section, a marijuana processing site is not subject to an ordinance adopted under this section if the marijuana processing site:

(a) Is registered under ORS 475B.435 on or before the date on which the governing body adopts the ordinance; and

(b) Has successfully completed a city or county land use application process.

SECTION 29. Section 30, chapter 24, Oregon Laws 2016, is amended to read:

Sec. 30. (1) The governing body of a city or county may repeal an ordinance that prohibits the establishment of any one or more of the following in the area subject to the jurisdiction of the city or in the unincorporated area subject to the jurisdiction of the county:

(a) Marijuana processing sites registered under ORS 475B.435;

(b) Medical marijuana dispensaries registered under ORS 475B.450;

Enrolled

House Bill 2198

Introduced and printed pursuant to House Rule 12.00. Presession filed (at the request of Joint Interim Committee on Marijuana Legalization)

CHAPTER

AN ACT

Relating to cannabis; creating new provisions; amending ORS 471.775, 475B.045, 475B.110, 475B.210, 475B.428 and 475B.450; repealing ORS 475B.520 and sections 29 and 29b, chapter 83, Oregon Laws 2016, section 36, chapter 183, Oregon Laws 2017 (Enrolled Senate Bill 1057), and sections 11 and 11a, chapter 476, Oregon Laws 2017 (Enrolled Senate Bill 56); and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

OREGON CANNABIS COMMISSION

SECTION 1. (1) The Oregon Cannabis Commission is established within the Oregon Health Authority. The commission consists of:

- (a) The Public Health Officer or the Public Health Officer's designee; and
- (b) Eight members appointed by the Governor as follows:
 - (A) A registry identification cardholder, as defined in ORS 475B.410;
 - (B) A person designated to produce marijuana by a registry identification cardholder, as defined in ORS 475B.410;
 - (C) An attending physician, as defined in ORS 475B.410;
 - (D) A person representing the Oregon Health Authority;
 - (E) A person representing the Oregon Liquor Control Commission;
 - (F) A local health officer, as described in ORS 431.418;
 - (G) A law enforcement officer; and
 - (H) A person knowledgeable about research proposal grant protocols.

(2) The term of office of each member of the commission is four years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins on January 1 of the following year. A member is eligible for reappointment. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(3) The appointment of each member of the commission is subject to confirmation by the Senate in the manner prescribed in ORS 171.562 and 171.565.

(4) Members of the commission are not entitled to compensation, but may be reimbursed for actual and necessary travel and other expenses incurred by them in the performance of their official duties in the manner and amounts provided for in ORS 292.495.

MARIJUANA GROW SITE ADDRESSES

SECTION 16. Section 16a of this 2017 Act is added to and made a part of ORS 475B.400 to 475B.525.

SECTION 16a. (1) For purposes of ORS 475B.400 to 475B.525, the following forms of evidence shall be sufficient to establish the address where a marijuana grow site is located:

- (a) A tax lot number;
- (b) An assessor's map number with a map attached, showing the exact location of the marijuana grow site; or
- (c) The exact location of the marijuana grow site using one or more of the following:
 - (A) Longitude and latitude coordinates;
 - (B) Township coordinates; or
 - (C) Global positioning system coordinates.

(2) For purposes of ORS 475B.420, the Oregon Health Authority shall accept the forms of evidence described in subsection (1) of this section for the purpose of establishing the address where a marijuana grow site is located.

EXCLUSIVELY MEDICAL LICENSEES

SECTION 17. If a city or county enacts or has enacted an ordinance prohibiting or allowing marijuana processing sites registered under ORS 475B.435 or medical marijuana dispensaries registered under ORS 475B.450, the governing body of the city or the county may amend the ordinance, without referring the amendment to the electors of the city or county under ORS 475B.800, to prohibit or allow the premises of a licensee, as those terms are defined in ORS 475B.015, that has been designated an exclusively medical licensee under section 24, 25, 26 or 27, chapter 183, Oregon Laws 2017 (Enrolled Senate Bill 1057).

SECTION 18. If Senate Bill 56 becomes law, section 11, chapter 476, Oregon Laws 2017 (Enrolled Senate Bill 56), and section 11a, chapter 476, Oregon Laws 2017 (Enrolled Senate Bill 56) (repealing section 17 of this 2017 Act), are repealed.

SCHOOLS

SECTION 19. Section 20 of this 2017 Act is added to and made a part of ORS 475B.010 to 475B.395.

SECTION 20. Notwithstanding ORS 475B.110 (2)(d), a marijuana retailer may be located within 1,000 feet of a school if:

- (1) The marijuana retailer is not located within 500 feet of:
 - (a) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - (b) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a); and
- (2) The Oregon Liquor Control Commission determines that there is a physical or geographic barrier capable of preventing children from traversing to the premises of the marijuana retailer.

SECTION 21. Section 22 of this 2017 Act is added to and made a part of ORS 475B.400 to 475B.525.

SECTION 22. Notwithstanding ORS 475B.450 (3)(d), a medical marijuana dispensary may be located within 1,000 feet of a school if:

- (1) The medical marijuana dispensary is not located within 500 feet of:
 - (a) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or

BEFORE THE MORROW COUNTY COURT
OF MORROW COUNTY

AN ORDINANCE TO OPT OUT OF MARIJUANA
ACTIVITIES INCLUDING BOTH MEDICAL AND
RECREATIONAL OPERATIONS AS ALLOWED
UNDER SECTION 133(2), CHAPTER 614,
OREGON LAWS 2015 (ENROLLED HOUSE BILL
3400).

COUNTY ORDINANCE

ORD- 2015-4
NO. 2015-4

WHEREAS, Oregon Revised Statute (ORS) 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County did adopt a medical marijuana moratorium on April 23, 2014 as Ordinance ORD-2014-2 with a sunset date of May 1, 2015; and

WHEREAS, a Marijuana Task Force was formed to discuss how Morrow County and the communities within Morrow County would address medical marijuana facilities and agreed that strict land use measures should be put into place; and

WHEREAS, the Morrow County Court took such action and adopted land use regulations defining Medical Marijuana Dispensaries and Facilities, but did not allow them in any Morrow County Use Zone; and

WHEREAS the Morrow County Court put those regulations into effect on April 30, 2015, to be in place at the point in time the moratorium expired; and

WHEREAS the Marijuana Task Force resumed activity at the conclusion of the 2015 Legislative session and recommends that Morrow County and the communities within Morrow County take advantage of the Opt Out provisions provided within HB 3400; and

WHEREAS Morrow County is a "qualifying city or county" as defined in Section 133(1), chapter 614, Oregon Laws 2015 (Enrolled House Bill 3400), being in a county in which not less than 55 percent of votes cast in the county during the statewide general election held on November 4, 2014, on Ballot Measure 91 (chapter 1, Oregon Laws 2015) were in opposition to the ballot measure;

WHEREAS the Morrow County Court did hold a Public Hearing on Wednesday, August 19, at 11:00 a.m. at the Heppner City Hall in Heppner, Oregon, receiving testimony in support of the complete 'opt out' as well as testimony to allow a medical dispensary, and based on that testimony did continue the Public Hearing to the following Wednesday, August 26, also at 11:00 a.m. at the SAGE Center in Boardman, Oregon, to further consider medical dispensaries; and

WHEREAS based on the testimony received and the deliberations of the County Court the Morrow County Court desires to prohibit the operation of medical marijuana processing sites, medical marijuana dispensaries, retail marijuana producers, retail marijuana processors, retail marijuana wholesalers, and retail marijuana retailers.

NOW THEREFORE THE COUNTY COURT OF MORROW COUNTY ORDAINS AS FOLLOWS:

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the 2015 Marijuana Opt Out Ordinance.

Section 2 Effect of Ordinance:

In accordance with section 133(2), chapter 614, Oregon Laws 2015 (Enrolled House Bill 3400), the following are prohibited in the area subject to the jurisdiction of Morrow County:

- a. Marijuana processing sites registered under section 85, chapter 614, Oregon Laws 2015.
- b. Medical marijuana dispensaries registered under ORS 475.314.
- c. Marijuana producers licensed under section 19, Chapter 1, Oregon Laws 2015.
- d. Marijuana processors licensed under section 20, chapter 1, Oregon Laws 2015.
- e. Marijuana wholesalers licensed under section 21, chapter 1, Oregon Laws 2015.
- f. Marijuana retailers licensed under section 22, chapter 1, Oregon Laws 2015.

The text of this ordinance shall be provided:

- a. To the Oregon Health Authority, in the form and manner prescribed by the authority; and
- b. To the Oregon Liquor Control Commission, in the form and manner prescribed by the commission.

Section 3 Findings of the County Court:

- The Morrow County Court has heard residents provide testimony to their concerns that marijuana activities near schools and parks, and availability to the general public and children, is not desired.
- The Planning Commission previously determined that the ability for an individual with a medical condition that warranted the use of medical marijuana could still obtain medical marijuana through the current card holder program. Or stated differently, medical marijuana is available to Morrow County residents who have met the necessary requirements of the Medical Marijuana program managed by the Oregon Health Authority.
- Based on testimony received during the Public Hearing the Morrow County Court indicated, based on sufficient Oregon Administrative Rules adequately regulating the Medical Marijuana Dispensary Program, that they may reconsider the 'opt out' of component 'b' above restricting medical marijuana dispensaries.
- The Port of Morrow Commission identified concerns with the availability of marijuana, including but not limited to, conflict with federal laws related to trucking industries and the need to hold a commercial driver's license, and the focus of the Port of Morrow on industries and not service oriented business more appropriate in commercial zones. It

was agreed that it would not be appropriate to allow dispensaries, grow sites or laboratories on land zoned for industrial purposes in Morrow County. Additionally the Port of Morrow Commission was opposed to retail marijuana activities.

- The risk to children, impacts to public gathering locations, and the general nuisance caused by marijuana are of concern to the residents of Morrow County and their concerns are greater than any identified need for or benefit from marijuana activities.
- Morrow County is a "qualifying city or county" and defeated the 2014 Ballot Measure 91 by 66 percent.

Section 4 Effective Date

The Morrow County Court declares the effective date for this Ordinance to be 90 days after its Second Reading, or December 21, 2015.


Date of First Reading: September 9, 2015


Date of Second Reading: September 23, 2015

DONE AND ADOPTED BY THE MORROW COUNTY COURT THIS 23rd DAY OF SEPTEMBER, 2015

ATTEST:

MORROW COUNTY COURT:


Terry K. Tallman, Judge


Bobbi Childers Deputy
County Clerk Clerk




Leann Rea, Commissioner


Don Russell, Commissioner

September 13, 2017

Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301

RE: Boardman to Hemingway (B2H)
Comments on the amended preliminary Application for Site Certificate

Dear Ms. Tardaewether:

The following comments are on behalf of the Morrow County Board of Commissioners serving as a Special Advisory Group for this project. The Board of Commissioners did review the tenets of this letter at their regular meeting on August 23 and again on September 13 and supports the issues raised and the proposed Conditions.

Exhibit B - Project Description: The portion of Exhibit B of interest is the Road Classification Guide and Access Control Plan (Attachment B-5) as well as the 2017 Supplemental Siting Study (Attachment B-6). In both of these documents changes implementing the West of Bombing Range Road route are discussed. Morrow County does not have any specific comment to these documents, but want to state our support of the West of Bombing Range Road route because it limits direct impacts to irrigated agricultural lands to the east of the proposed route on highly productive agricultural land.

Exhibit C - Project Location: Once again interest is the West of Bombing Range Road route and how it will impact highly productive irrigated agriculture. Morrow County advocated for more of the West of Bombing Range Road route to be on land owned by the federal government and managed by the Department of Defense/Department of the Navy. It is those portions that will be east of the road that are of most concern to Morrow County. The more southern route, labeled "Sand Hollow-Whittaker Flats Alternative," proposed by Morrow and Umatilla Counties, was intended to further limit impacts to irrigated agriculture and residential uses. Our review will be to assure that is the case.

It is within Attachment C-2 Proposed Route Location that the Multi-Use Areas (MUA) and other installation impacts are identified. It should be noted that approximately half of the land that makes up MUA MO-01 has recently been sold by the Port of Morrow to a corporate entity and the Morrow County Planning Department has received a development application for that property.

Exhibit E - Permits for Construction and Operation: Morrow County would agree that the various local permits identified are correct. It should be noted, however, that the contact for

Boardman to Hemingway
Comments to the amended preliminary Application for Site Certificate

Page 1 of 10

permits through Morrow County Public Works found on page E-27 needs to be updated. Bob Nairns has retired; his replacement is Matt Scrivner.

Exhibit G- Materials Analysis: Attachments G1 through G3 represent various correspondence with concrete and aggregate suppliers throughout the project area. The information is dated, with letters to and responses from various suppliers dating to Spring of 2012. This information may not tie specifically to a standard, but it is worth noting that there have been changes in suppliers in Morrow County and current operators are not identified and should be considered prior to the start of construction.

On a related note there needs to be incorporated into the process a check to assure that the aggregate used, even through third party permits, is from a properly permitted aggregate site. Morrow County would request a Condition to assure this. Additionally those aggregate sites and the aggregate used in Morrow County should be inventoried by the Morrow County Weed Supervisor for weeds prior to the use of any aggregate. Morrow County would request a Condition to assure this.

Exhibit K - Land Use: The following are errors or portions of the application that are confusing and warrant correction:

- At 4.1.2.7 Longhorn Station the applicant identifies that the location of the proposed Longhorn Station is zoned Exclusive Farm Use; that area was subject to a rezone in 2011 changing it to Port Industrial. In other locations of Exhibit K it is correctly identified as being zoned Port Industrial.
- Throughout the application, not just Exhibit K, a road is identified as Pine City Road. Planning staff cannot find a Pine City Road. It appears that the identified road is actually Little Butter Creek Road.
- During the discussion at 5.4.2.3 Port Industrial Zone MCZO Provisions, particularly on page K-64 under the heading Limitations On Uses, the application incorrectly references MCZO 3.010 when the reference should be MCZO 3.073. This happens at line 31 and again at line 41.
- 5.4.2.4 Major road or Railroad Right-of Way Zone MCZO Provisions. This component is confusing as the Morrow County Zoning Ordinance identifies the center of a right-of-way as the point zoning districts change. All road rights-of-way are zoned, applying the adjoining zoning district to the center of the right-of-way. On Figure K-17 those lands would be zoned Port Industrial, General Industrial or Exclusive Farm Use respectively based on the adjoining zoning.
- The requirement to review and consider both the Cecil General Store and the Willow Creek Campground were based on the original terminus of either Horn Butte or Grassland substations. With Longhorn being the terminus neither should be impacted; Morrow County would not require further study.

Morrow County generally supports the applicant submitted conditions and requests those conditions be incorporated. There are some suggested additions and deletions to those conditions, shown below in italics, as well as additional land use conditions that Morrow County request be added.

Prior to Construction:

Land Use Condition 1: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Agricultural Assessment. *The final Agricultural Assessment shall also be provided to Morrow County.* The protective

measures described in the draft Agricultural Assessment in ASC Exhibit K, Attachment K-1, shall be included and implemented as part of the final Agricultural Assessment, unless otherwise approved by the department.

Land Use Condition 2: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Right-of-Way Clearing Assessment. *The final Right-of-Way Clearing Assessment shall also be provided to Morrow County.* The protective measures described in the draft Right-of-Way Clearing Assessment in ASC Exhibit K, Attachment K-2, shall be included and implemented as part of the final Right-of-Way Clearing Assessment, unless otherwise approved by the department.

Land Use Condition 3: Prior to construction in Morrow County, the site certificate holder shall provide to the department a copy of the following Morrow County-approved permits:

- a. *As required by ORS 469.401(3) a Morrow County Zoning Permit, one for each use zone (EFU, PI, and MG), to verify that items in Land Use Condition 11 are identified and implemented;*
- b. Flood plain development permit, for work in the Flood Plain Overlay Zone;
- c. Utility crossing permit;
- d. Access approach site permit; and
- e. Construction permit to build on right-of-way.

During Construction:

Land Use Condition 8: During construction, the site certificate holder shall conduct all work in compliance with the final Agricultural Assessment referenced in Land Use Condition 1.

Land Use Condition 9: During construction, the site certificate holder shall conduct all work in compliance with the final *Right-of-Way Clearing Assessment* referenced in Land Use Condition 2.

Land Use Condition 11: During construction in Morrow County, the site certificate holder shall construct the facility to comply with the following setback distances and other requirements:

In All Zones:

- a. Buildings and the fixed bases of the transmission line towers shall be setback at least 100 feet from the high-water mark of all Goal 5 streams.
- b. Permanent vegetation removal within the riparian zone of all Goal 5 streams shall retain 75% of all layers or stratas of vegetation.

In the EFU Zone:

- c. Buildings and the fixed bases of the transmission line towers shall be setback as follows: (i) front yards shall be set back at least 20 feet from minor collector road rights-of-way, 30 feet from major collector road rights-of-way, 80 feet from arterial road rights-of-way, and 100 feet from intensive agricultural uses; (ii) side yards shall be set back at least 20 feet from the property line, 30 feet for corner lots, and 100 feet from intensive agricultural uses; and (iii) rear yards shall be set back at least 25 feet from the property line, and 100 feet from intensive agricultural uses.
- d. Buildings and the fixed bases of the transmission line towers shall be set back at least 100 feet from the high-water mark of all streams and lakes.

In the General Industrial Zone:

e. Buildings and the fixed bases of the transmission line towers shall be set back at least 50 feet from arterial road rights-of-way, 30 feet from collector road rights-of-way, and 20 feet from lowerclass road rights-of-way.

In the Port Industrial Zone:

f. Buildings and the fixed bases of the transmission line towers shall be setback as follows: (i) front yards shall be set back at least 30 feet from the property line, and 90 feet from the centerline of any public, county, or state road; (ii) side yards shall be set back at least 10 feet from the property line; and (iii) rear yards shall be set back at least 10 feet from the property line.

Land Use Condition 12: During construction in Morrow County, the site certificate holder shall complete the following to address traffic impacts in the county:

a. The site certificate holder shall work with the Morrow County *Public Works* to identify concerns related to Project construction traffic;

b. The site certificate holder shall develop a traffic management plan that includes traffic control measures to mitigate the effects of Project construction traffic;

c. The site certificate holder shall conduct all work in compliance with traffic management plan; and

d. The site certificate holder shall provide a copy of the traffic management plan to the department.

Land Use Condition 13: During construction in Morrow County, the site certificate holder shall conduct all work in compliance with the Morrow County-approved permits referenced in Land Use Condition 3.

Exhibit O - Water Use: At 3.4 Water Sources and Estimated Amounts the application states that "the amount of water required for operation of the Project is minor. The restroom facility at the Longhorn Station is estimated to use approximately 30 gallons per day. This facility will be connected to the City of Boardman's water and sewer system." This is only partially correct as the proposed Longhorn Station is not in the City of Boardman city limits and would therefore be provided by the Port of Morrow (although domestic waste water is completed under contract with the City of Boardman).

Exhibit P1 - Fish and Wildlife Habitat and Species: Morrow County has interest in the following three identified habitat Plans: the Reclamation and Revegetation Plan, the Vegetation Management Plan and the Noxious Weed Plan. All three have impacts to agricultural lands and need to be well written and adhered to. Morrow County supports and adds to the applicant supplied Conditions of Approval, and want to further request that all three, but most importantly the Noxious Weed Plan, be reviewed by the Morrow County Weed Inspector, currently Dave Pranger. Morrow County would also request the opportunity to discuss how adequate weed control along the right-of-way could be ensured through a bond or other financial mechanism, either separate from or as part of the financial assurances.

Prior to Construction:

Fish and Wildlife Condition 4: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Reclamation and Revegetation Plan. *A final Reclamation and Revegetation Plan shall also be submitted*

to Morrow County. The protective measures described in the draft Reclamation and Revegetation Plan in ASC Exhibit P1, Attachment P1-3, shall be included and implemented as part of the final Reclamation and Revegetation Plan, unless otherwise approved by the department and Morrow County.

Fish and Wildlife Condition 5: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Vegetation Management Plan. *A final Vegetation Management Plan shall also be submitted to Morrow County.* The protective measures described in the draft Vegetation Management Plan in ASC Exhibit P1, Attachment P1-4, shall be included as part of the final Vegetation Management Plan, unless otherwise approved by the department and Morrow County.

Fish and Wildlife Condition 6: Prior to construction, the site certificate holder shall finalize, *with input from the Morrow County Weed Supervisor*, and submit to the department for its approval, a final Noxious Weed Plan. *A final Noxious Weed Plan shall also be submitted to Morrow County.* The protective measures as described in the draft Noxious Weed Plan in ASC Exhibit P1, Attachment P1-5, shall be included and implemented as part of the final Noxious Weed Plan, unless otherwise approved by the department and Morrow County.

Fish and Wildlife Condition X: Any GIS data gathered during the drafting of the Reclamation and Revegetation Plan, the Vegetation Management Plan, and the Noxious Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

During Construction:

Fish and Wildlife Condition 17: During construction, the site certificate holder shall conduct all work in compliance with the final Reclamation and Revegetation Plan referenced in Fish and Wildlife Condition 4. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition 18: During construction, the site certificate holder shall conduct all work in compliance with the final Vegetation Management Plan referenced in Fish and Wildlife Condition 5. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition 19: During construction, the site certificate holder shall conduct all work in compliance with the final Noxious Weed Plan referenced in Fish and Wildlife Condition 6. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition X: Should any state law or local ordinances be amended during construction concerning Reclamation and Revegetation Plans, Vegetation Management Plans, or Noxious Weed Plans or the inventoried noxious weeds, the referenced Plans shall be amended to reflect those new requirements. This shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition X: Any GIS data gathered during construction related to the Reclamation and Revegetation Plan, the Vegetation Management Plan, and the Noxious

Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

During Operation:

Fish and Wildlife Condition XX: During operation, the site certificate holder shall work to maintain compliance with the final Reclamation and Revegetation Plan referenced in Fish and Wildlife Condition 4. Once the Department, working with the affected county planning directors and weed supervisors, have deemed reclamation and revegetation to be successful this Condition would be satisfied.

Fish and Wildlife Condition 28: During operation, the site certificate holder shall conduct all work in compliance with the final Vegetation Management Plan referenced in Fish and Wildlife Condition 5. Such work shall be done in consultation with the Morrow County Planning Director and Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition 29: During operation, the site certificate holder shall conduct all work in compliance with the final Noxious Weed Plan referenced in Fish and Wildlife Condition 6. The site certificate holder can only transfer such responsibility if done so with assurances that the work will continue under the final Noxious Weed Plan and with the express approval of Morrow County for the portion of right-of-way within Morrow County. Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition X: Should any state law or local ordinances be amended during operations concerning Reclamation and Revegetation Plans, Vegetation Management Plans, or Noxious Weed Plans or the inventoried noxious weeds, the referenced Plans shall be amended to reflect those new requirements. This shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition X: Any GIS data gathered during operations and maintenance related to the Reclamation and Revegetation Plan (prior to its completion), the Vegetation Management Plan, and the Noxious Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

Exhibit Q - Threatened and Endangered Plant and Animal Species: The interest in this section is the discussion related to the Washington Ground Squirrel (WAGS). The only comment Morrow County can supply is that the WAGS as identified within the Morrow County Comprehensive Plan, which is given consideration within Exhibit K on pages K-93 through K-94. The County also can support the joint decision to delay future WAGS surveys to be aligned with the development time line as discussed on page Q-11.

Exhibit T - Recreation: The Blue Mountain Century Scenic Bikeway is identified as a recreation opportunity in the analysis area with the applicant stating that the impacts will be low and less than significant. This Scenic Bikeway, acknowledged by Oregon State Parks, is a tourism opportunity that has been developed over the past six years with a lot of local community effort invested. In the Marketing and Management Plan (attached to this letter), revised in January 2017, the objectives are identified as follows: 1) increase ridership and awareness of the Blue Mountain Century Bikeway, 2) see an increase in bicycle related tourism in South Willow Creek

Valley, and 3) increase awareness and knowledge of bicycle related tourism in the Heppner business community. Various efforts have resulted in an annual organized ride, but also an increase in bicycle related tourism in Heppner and surrounding communities.

On the portion of the Scenic Bikeway that Idaho Power Company (IPC) will impact with two crossing the need for a rest stop or station has been identified. There is significant elevation change on this route and a need for rest rooms and potable water are needed in the area of the first IPC crossing. Also near both crossing Multi-Use Areas are proposed, and near the crossing in Umatilla County a Communication Station is proposed. These create both a construction impact, but also an operational impact as more traffic could be generated to maintain the Communication Station. For these reasons Morrow County would request that IPC mitigate for these impacts by supporting the acquisition of property for a rest stop or station, working cooperatively with the Heppner Chamber, Morrow County, the Oregon Department of Transportation and the Oregon Parks and Recreation Department.

Proposed Scenic Resources Condition 4: Idaho Power Company, working cooperatively with the Heppner Chamber, Morrow County, the Oregon Department of Transportation and the Oregon Parks and Recreation Department, will fiscally support the acquisition of property for a rest stop or station along the Blue Mountain Century Scenic Bikeway.

Exhibit U - Public Services: The two plans of concern within Exhibit U are the Transportation and Traffic Plan and the Fire Prevention and Suppression Plan. Morrow County Public Works did review the Transportation and Traffic Plan and found no outstanding concerns; the proposed Conditions of Approval are supported [as amended].

Prior to Construction

Public Services Condition 1: Prior to construction, the site certificate holder shall consult with public utilities or private providers operating within existing rights-of-ways to minimize impact to such. *If the existing right-of-way is owned or managed by Morrow County, the site certificate holder will also coordinate with Morrow County.*

Public Services Condition 2: Prior to construction, the site certificate holder shall submit to the department *and to Morrow County* for its approval a Helicopter Use Plan, which identifies or provides:

- a. The type of helicopters to be used;
- b. The duration of helicopter use;
- c. Roads or residences over which external loads will be carried;
- d. Multi-use areas and light-duty fly yards containing helipads shall be located:
 - (i) in areas free from tall agricultural crops and livestock;
 - (ii) at least 500 feet from organic agricultural operations; and
 - (iii) at least 500 feet from existing dwellings on adjacent properties; and
- e. Flights shall occur only between sunrise and sunset.

Public Services Condition 3: Prior to construction, the site certificate holder shall finalize, and submit to the department *and Morrow County* for its approval, a final Transportation and Traffic Plan. The protective measures as described in the draft Transportation and Traffic Plan in ASC Exhibit U, Attachment U-2, shall be included and implemented as part of the final Transportation and Traffic Plan.

Public Services Condition 4: Prior to construction, the site certificate holder shall finalize, and submit to the department *and to Morrow County* for its approval, a final Fire

Prevention and Suppression Plan. The protective measures as described in the draft Fire Prevention and Suppression Plan in ASC Exhibit U, Attachment U-3, shall be included and implemented as part of the final Fire Prevention and Suppression Plan.

Public Services Condition 5: Prior to construction, the site certificate holder shall submit to the department *and to Morrow County* for its approval an Environmental and Safety Training Plan, which shall address:

- a. Measures for securing multi-use areas and work sites when not in use; and
- b. Drug/alcohol/firearm policies with clear consequences for violations.

During Construction

Public Services Condition 6: During construction, the site certificate holder shall conduct all work in compliance with the Helicopter Use Plan referenced in Public Services Condition 2.

Public Services Condition 7: During construction, the site certificate holder shall conduct all work in compliance with the final Transportation and Traffic Plan referenced in Public Services Condition 3.

Public Services Condition 8: During construction, the site certificate holder shall conduct all work in compliance with the final Fire Prevention and Suppression Plan referenced in Public Services Condition 4.

Public Services Condition 9: During construction, the site certificate holder shall conduct all work in compliance with the Environmental and Safety Training Plan referenced in Public Services Condition 5.

During Operation

Public Services Condition 10: During operation, the site certificate holder shall continue to consult with public utilities or private providers operating within existing rights-of-ways to minimize impacts to such.

Exhibit V - Solid Waste and Wastewater Minimization: The applicant has indicated that they will produce, prior to construction, a Construction Waste Management Plan. Morrow County would like to be involved in review of this Plan to assure that it addresses issues concerned with the Morrow County Waste Shed and is in compliance with the Morrow County Solid Waste Management Plan and Ordinance. This Ordinance is discussed in Exhibit K at 5.4.6.3 and pages K-105 through K-107. Morrow County would request the following Conditions be incorporated:

Prior to Construction

Waste Minimization Condition 1: Prior to construction, the site certificate holder shall develop *and submit to the Department and Morrow County* a Construction Waste Management Plan, which addresses:

- a. The number and types of waste containers to be maintained at construction sites and construction yards;
- b. Waste segregation methods for recycling or disposal;
- c. Names and locations of appropriate recycling and waste disposal facilities, collection requirements, and hauling requirements to be used during construction;

- d. Recycling steel and other metal scrap;
- e. Recycling wood waste;
- f. Recycling packaging wastes such as paper and cardboard;
- g. *Reporting of all recycling according to ODEQ requirements in Morrow County so as to benefit the Morrow County waste shed;*
- h. Collecting non recyclable waste for transport to a local landfill by a licensed waste hauler or by using facility equipment and personnel to haul the waste. *Within Morrow County any hauling of solid waste will be done in compliance with the Morrow County Solid Waste Management Plan and Ordinance, using licenced haulers;*
- i. Segregating all hazardous and universal wastes such as used oil, oily rags and oil-absorbent materials, mercury containing lights and lead acid and nickel-cadmium batteries for disposal by a licensed firm specializing in the proper recycling or disposal of hazardous and universal wastes; and
- j. Discharging concrete truck rinse out within foundation holes, completing truck wash down off site *in compliance with this and the Noxious Weed Plan*, and burying other concrete waste as fill on site whenever possible.

During Construction

Waste Minimization Condition 2: During construction, the site certificate holder shall conduct all work in compliance with the Construction Waste Management Plan, *including the reporting of recycling to benefit the Morrow County waste shed*, referenced in Waste Minimization Condition 1.

Waste Minimization Condition 3: During construction, the site certificate holder shall provide to the department *and Morrow County* a report on the implementation of the Construction Waste Management Plan referenced in Waste Minimization Condition 1 in the 6 month construction report required pursuant to OAR 345 026 0080(1)(a).

Exhibit X - Noise: There are six noise sensitive receptors (NSRs) in Morrow County, none identified as requiring an exemption from state requirements concerning noise. Morrow County would support and incorporate the following applicant suggested Conditions:

During Construction

Noise Control Condition 1: During construction, the site certificate holder shall use transmission line materials that have been designed and tested to minimize corona noise. The site certificate holder shall use a bundle configuration and larger conductors to limit audible noise, radio interference, and television interference due to corona. The site certificate holder shall maintain tension on all insulator assemblies to ensure positive contact between insulators, thereby avoiding sparking. The site certificate holder shall exercise caution during construction to avoid scratching or nicking the conductor surface, which may provide points for corona to occur.

During Operation

Noise Control Condition 2: During operation, the site certificate holder shall maintain a complaint response system to address noise complaints. If the site certificate holder receives a noise complaint and it is shown that corona noise exceeds the antidegradation standard, the site certificate holder shall provide to the landowner a payment equal to the reasonable cost of installing reasonable acoustic window

treatments, as approved by the department. The payment provided for in this condition shall fully resolve any noise complaint related to the Project; no additional mitigation shall be required.

a. If the complainant's noise sensitive receptor or receptors are included in Appendix X-4 in ASC Exhibit X, the sound level increases set forth in Appendix X-4 will be assumed to be valid for purposes of determining whether the corona noise exceeds the antidegradation standard. If the complainant disagrees with the sound level increases set forth in Appendix X-4, the complainant must provide its own scientific evidence demonstrating that corona noise exceeds the antidegradation standard.

b. If the complainant's noise sensitive receptor or receptors are not included in Appendix X-4 in ASC Exhibit X, the site certificate holder shall model the sound level increases using the methods set forth in ASC Exhibit X. If the complainant disagrees with the sound level increases modeled by the site certificate holder, the complainant must provide its own scientific evidence demonstrating that corona noise exceeds the antidegradation standard.

c. Under any and all circumstances, the site certificate holder may conduct site-specific sound monitoring to confirm the noise levels at the complainant's property, and the complainant must allow such monitoring if requested by the site certificate holder.

Noise Control Condition 3: During operation, the site certificate holder shall notify the department within ten working days of receiving a noise complaint related to the facility. The notification shall include the date the site certificate holder received the complaint, the nature of the complaint, the complainant's contact information, the location of the affected property, and any actions taken, or planned to be taken, by the site certificate holder at the site certificate holder's discretion to address the complaint.

Thanks for the opportunity to comment on the amended preliminary Application for Site Certificate. It has been a pleasure working with you and other Department staff to date, and I anticipate that will continue. Should you have any questions about this comment letter, previous comment letters, or need additional information, please do not hesitate to contact me.

Cordially,

Carla McLane
Planning Director

encl: Blue Mountain Century Scenic Bikeway Marketing and Management Plan (January 2017)

cc: Jeff Maffuccio, Idaho Power Company
Morrow County Board of Commissioners
Burke O'Brien, Morrow County Public Works
Matt Scrivner, Morrow County Public Works
Sandra Putman, Morrow County Public Works
Dave Pranger, Morrow County Weed Program