

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA Wednesday, July 3, 2013
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

Public Comment: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Chair.

Departments: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

4:00 p.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Fund Exchange Agreement](#), [Museum Appointment](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 6.26.2013](#)

4:30 p.m. [Public Health Ordinance and Contracts](#) – Teri Thalhofer

4:50 p.m. [Lane County Software Agreement](#) – Tim Lynn

5:00 p.m. [Fee Waiver](#) – John Roberts

5:10 p.m. [Planning Department Discussion](#) – Linda Porter Cassidy

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 17, 2013

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Commissioner Kramer asked to remove the Tri-County Hazardous Waste Sub-Committee request from the discussion list, explaining that more information would be forthcoming that would add to that discussion.

Open to the Public – Cassidy Planning Department Request

Chair Runyon reviewed the discussion guidelines included on the session agenda and invited members of the public to speak. Gerald Cassidy, 3950 Mosier Creek Road, stated that he and his wife, Linda, have spoken to Planning Department staff; there are 6 parcels of land waiting for lot lines but the work is not getting done although they were assured it would be done. He added that the Planning department needs help.

Chair Runyon assured the Cassidy's that the Board had followed up with the Planning Department following the Cassidy's last appearance; he explained that although the Planning Department had interviewed candidates and made a selection to fill the vacant Associate Planner position, that candidate declined the offer. The Planning Department is functioning with reduced staffing and the public will need to exercise patience.

Ms. Cassidy said that she feels there may be some problem with lot lines in general as 6 of the 23 pending cases are for lot lines.

Chair Runyon replied that while there would not be an answer today, the Board would follow up on the issue; he added that he believes there is just a staffing shortage causing delays.

Open to the Public – Wasco County Road Advisory Committee

WCRAC Chair Chuck Covert came forward to explain that the committee has made presentations around the County in an effort to inform and solicit input from County residents and businesses. The WCRAC has held 18 public meetings, 14 committee meetings, had 7 newspaper articles and appeared on 3 radio stations. They feel the presentations have been effective.

In addition to the presentations, they have circulated a questionnaire to gain feedback from the public. The results have indicated that the public is in support of maintaining the County roads and would support a new revenue stream for that purpose. The WCRAC is working to develop funding recommendations to present to the Wasco County Board of Commissioners. Some of the ideas being considered are:

- A road district
- A gas tax
- A license plate tax
- A transportation impact fee for commercial trucks

Mr. Covert went on to say that the committee does not feel it has the expertise necessary to move forward with a road district and would like to engage a consultant to help them navigate the process. The RAC would need funding to support that effort. He asked that the BOCC provide them with some guidance and direction for proceeding.

Public Works Director Marty Matherly explained that there are at least five different districts available and it would be helpful to have a professional to help guide the County through the process of selecting the best fit and forming the district.

Mr. Covert noted that he had heard that the City Council was considering meeting with the County to discuss a joint effort and wondered if the WCRAC should wait for that meeting before moving forward.

Chair Runyon expressed his appreciation for the work done by the WCRAC and said that he thinks the information will be helpful in meeting with the City of The Dalles. He said he wants to have the meeting with the City of The Dalles, keeping in mind that there are other cities in the County as well. He suggested that Mr. Covert, Mr. Matherly and Mr. Stone meet to discuss the possibilities more in depth.

Further discussion ensued regarding the potential meeting dates. Commissioner Hege suggested that some of the upcoming AOC sessions would provide some guidance for this process. Commissioner Kramer also believes that AOC could be a good resource for forming a district.

Discussion List – Employee Retirement

Chair Runyon noted that Sylvia Loewen will be retiring August 1st after 23 years of service to the County. County Assessor Tim Lynn came forward on her behalf explaining that she preferred to leave quietly. Chair Runyon said that he would come to the Assessor's office at a later time to present Ms. Loewen with her certificate.

Discussion List – Annual Tax Report

Mr. Lynn summarized the 2012-2013 Tax Report. Chair Runyon asked if interest collected is also distributed to the districts. Tim replied that it is distributed according to statute; there is a 16% interest rate on delinquent taxes which is penalty interest.

Discussion List – GIS Agreements

GIS Coordinator Tycho Granville came forward to explain that the GIS agreements are annual agreements with partners who use County maps and tech support. These agreements have been in place since 1999.

Commissioner Hege pointed out that the Sherman County agreement is unique. Mr. Granville said Sherman County provides funding through recording fees.

Chair Runyon noted that the big change for GIS is public access and asked how that has been going. Mr. Granville replied that they get about 750 hits a month and a handful of calls for support; data sales are down as people are using the online maps.

Commissioner Hege asked if the layers that were created for the city are available to the public. Mr. Granville responded that some are, even some of the overlays are accessible to the public.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and the City of The Dalles for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and North Wasco County Public Utility District for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Sherman County for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item - VSO Quarterly Report

Veterans Service Officer Russell Jones came forward to summarize his submitted report. He added that he has passed his accreditation testing and should soon receive his credentials. He reported that he has already received increased system access; while veterans may wait for up to 45 minutes on the phone to speak to someone at the Pension Management Center, he is able to get through to someone usually on the first ring.

Mr. Jones announced that the Oregon legislature has increased veterans services funding by \$10,000 per county per biennium. There are also grants available for which his office will apply; a measure that would have provided lottery funding for veterans failed.

Finally, Mr. Jones said Veterans Intake Coordinator Patrick Wilbern is out of the office attending National Guard training and will return in 10 days at which time the office will be back up to speed.

The Board commended Mr. Jones for his hard work on behalf of Gorge veterans. Chair Runyon announced a meeting this afternoon at the Oregon Veterans Home. Mr. Jones said this is a first meeting to develop some kind of support mechanism for suicide. The local veterans rate of suicide has increased above the general population rate; the veterans rate has historically been lower.

Chair Runyon stated that the Patriot Guard would be attending services for a young local veteran on Friday, July 19th.

Discussion List – What the Festival Update

Senior Planner Joey Shearer came forward and summarized the WTF memo included in the Board Packet. He explained that 4 of the 10 imposed conditions had a July 1st deadline; the applicant has submitted evidence of compliance with all 4 conditions:

- Proof of adequate insurance
- Attendance cap
- Adequate water supply
- Provisions for the processing of gray water

Mr. Shearer added that the remaining conditions would continue to be monitored for compliance; there will be a walk-through prior to the event.

District Attorney Eric Nisley encouraged the Board to designate a member to visit the festival so that when it comes around next year, someone on the Board would have first-hand knowledge. He reported that all of the injunctions brought have been dismissed; the case is concluded.

Chair Runyon remarked that the County had a very thorough process and the success in court is a direct result of good work; he thanked both the planning department and DA Nisley for their efforts.

DA Nisley commended the planning department for their comprehensive preparations for the hearing.

Chair Runyon noted that Commissioner Kramer lives in the area and would be the logical choice to visit the event. DA Nisley suggested that Commissioner Kramer take photos to document his observations.

Chair Runyon praised the organizers' openness and willingness to cooperate with the process.

Chair Runyon called a recess at 9:45 a.m.

The session reconvened at 9:49 a.m.

Agenda Item – Youth Services Contracts

Youth Services Director Molly Rogers came forward to explain the contracts being considered by the Board. She stated that the Early Learning Hub Agreement is a one-page agreement in support of the formation of an Early Learning Hub. She stated that they are still in the exploratory stages and there will be a meeting on August 5th to which the Board is invited. The current conversation is around the idea of Sherman County serving as the Hub.

Mr. Stone noted that Sherman and Gilliam Counties have already adopted the agreement. Ms. Rogers said that if the Board supports the agreement, she has committed to doing some further work with the other counties.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement Supporting the Formation of an Early Learning Hub to Ensure Children and Their Families Meet Developmental Milestones That Lead to Kindergarten Readiness. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Chair Runyon, referencing the hub contact discussion item, moved to approve Ms. Rogers as the designated contact for Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Rogers explained that a previous Healthy Start contract approved by the Board was a mixed funds agreement for Healthy Start funding. The Healthy Start contract being considered today is for Medicaid funding and goes hand in hand with the previous contract.

Commissioner Hege asked if there is a match required from the County. Ms. Rogers replied that there is not.

{{{Commissioner Kramer moved to approve the Early Learning Division 2013-2015 County Healthy Families Oregon Medicaid Administrative Activities Intergovernmental Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rogers stated that the Healthy Start funds go to the Next Door Inc. through their Families First program. She pointed out that there are some changes to the agreement – it is now with Wasco County rather than Wasco County's Commission on Children and Families and statutory references that are no longer valid have been removed.

{{{Commissioner Kramer moved to approve the Funding Agreement between The Next Door, Inc., and Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Liquor License Renewals

Commissioner Hege asked if anyone understood the differences between the licenses. Commissioner Kramer responded that he believes one is for just beer and wine while the other also includes licensure for hard liquor. Chair Runyon added that there is also an off premises designation.

{{{Chair Runyon moved to approve the OLCC liquor license renewals. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Letter of Support for Jefferson County

Commissioner Hege commented that he thought the letter well-written; he believes the Board should fight for access to public lands. Mr. Stone said that in the formation of the Cathedral Rock Wilderness Area there had been some land swapping to facilitate consolidation; part of that process is a swap that will adjoin the wilderness area and affect public access. He said it may end up being privately owned ground; there have been discussions about seasonal closures or cutting off access from that road altogether. He stated that Wasco County wants to have Muddy Road left open as that is the route Wasco County residents would use to access the area.

*****The Board was in consensus to send the letter of support for Jefferson County in their efforts to maintain public access to the Cathedral Rock Wilderness Area.*****

Agenda Item - Youth Think Agreements

Prevention Coordinator Debby Jones explained that an error had been found in the Mid-Columbia Center for Living contract and therefore no action can be taken on it at this time; they should have it corrected soon.

Ms. Jones said that the Challenge Day contract is the same as previous years. This year they are targeting 8th graders; the event will be held at the old Wahtonka High School.

{{{Commissioner Kramer moved to approve the Agreement for the Challenge Day Program. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – ODOT Agreement 29348

Ms. White explained that this is an ongoing contract for Special Transportation services.

{{{Commissioner Kramer moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 29348. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Health Contracts

Public Health Director Teri Thalsofer came forward and explained that the IGA with Hood River County is for sharing a Family Planning Nurse Practitioner. Both entities have agreed however there had been some concerns regarding dispute resolution jurisdiction as well as some questions around Workers Comp payments; both issues have been resolved.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Hood River County for Provision of Family Planning Nurse Practitioner. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Thalhofer stated that the school nurse contracts are business associate contracts for service delivery that NCPHD has been providing for many years.

Commissioner Hege asked how much Public Health loses through these contracts. Ms. Thalhofer replied that when looking at the full scope of services provided to the community it is not a money loser as the school nurse provides other billable services when in the communities. While these contracts in and of themselves are not money makers, they do get the services into the community.

{{{Chair Runyon moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Dufur School District #29. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Columbia Gorge ESD. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Sherman County Schools. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and South Wasco County School District #1. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Thalhofer, referencing the Hub contact discussion item, pointed out that Public Health is a large stakeholder in the Early Learning Hub. She announced that the ELC will have an e-meeting tomorrow to discuss RFA requirements which will be made public tomorrow at 11:00 a.m. The requirements will be used to determine what Hubs will be approved. She invited the Board members to join the meeting and said she would send them a link.

Discussion Item – Employee Reviews

Mr. Stone reported that he is in the process of completing appointed department head reviews. He stated that as part of the compensation review process there will be a directed effort to bring the elected officials into the review process.

Consent Agenda – Minutes & Newspaper Contract

Chair Runyon asked if anyone had any corrections for the minutes. None were brought forward.

**{{{Commissioner Hege moved to approve the Consent Agenda.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Agenda Item – Jail Capacity Management Resolution

Sheriff Rick Eiesland came forward to explain that the County pays NORCOR a set amount to house prisoners. Over the last several years, Wasco County has had an average of 67 prisoners incarcerated per day. The County has approximately \$2.2 million to spend each year and cannot afford a jail population in that range; he has been trying to keep the number at or under 50. When necessary, he has been releasing prisoners based on past offenses and the level of threat to the community. He went on to say that a plan is necessary to a release program; he and the District Attorney, with input from NORCOR, have developed a plan that includes a matrix system to guide decisions about who will be released when the population rises above 50.

DA Nisley stated that the Sheriff has been working hard to keep the community as safe as he can; he is trying to keep the money available to protect the citizens of Wasco County. He stated that this resolution will legally authorize the release based on a concrete matrix that will determine who is released. He went on to say that while this is not ideal, it is necessary; funding is not unlimited – if more money becomes available, the County can keep more people incarcerated.

Chair Runyon asked if there are some essential differences in this matrix from what has been done before.

Sheriff Eiesland replied that he will still have the authority to override the matrix based on information that may not be available through databases. DA Nisley said that it is the Sheriff's decision, but the Sheriff will receive input from the District Attorney and the Courts. Sheriff Eiesland added that there may be more

WASCO COUNTY COURT
REGULAR SESSION
JULY 17, 2013
PAGE 11

knowledge outside of what is shown in official records, information that may be relevant to keeping a low matrix numbered inmate incarcerated.

Chair Runyon pointed out that this resolution only affects Wasco County and asked if the other counties that use NORCOR have similar systems in place. Sheriff Eiesland responded that since the other counties are so far from the facility, they do not bring low-level offenders to jail – they cite and release.

Chair Runyon asked if the City of The Dalles has seen the plan. Sheriff Eiesland stated that both the City of The Dalles and Oregon State Police have reviewed the plan. DA Nisley added that it is his hope that one day the plan can be abandoned and the jail fully funded so these decisions do not have to be made. Sheriff Eiesland agreed saying that two years ago the jail was fully funded and he never released anyone. Chair Runyon pointed out that this resolution formalizes a process that was already essentially in place.

Mary Gale, 1022 E. 7th Street, The Dalles, OR, came forward in opposition to the resolution. She explained that two years ago she was unable to care for her special needs adult son and had to hire a caregiver who stole from him and starved him. She read an email sent to the Board and included in the packet. She stated that it will cost the County more in the long run if released inmates reoffend. She said that the man who victimized her son had been released early leaving him free to abuse her son.

DA Nisley stated that he agrees completely with Ms. Gale but we have to live within the reality of shrinking budgets. He pointed out that in some places jails are being shut down completely. He said that he understands that every victim faces great impact, even when the system considers it a low-level crime. He noted that NORCOR is looking for ways to increase revenue but sometimes it ends up costing more. For instance, they recently took in a prisoner with a federal charge; that inmate injured other inmates and taxpayers bear the hospital expenses.

Sheriff Eiesland concurred with the DA saying he has been a victim and understands that perspective. He said he does not like making these decisions that may result in someone being harmed, even if not physically. He said the funds are just not available to keep everyone in jail.

Commissioner Hege asked how many additional funds would be necessary to keep everyone in jail. Sheriff Eiesland replied that it would be \$30,000 per year per bed for about 20 beds – about \$600,000 per year total.

Chair Runyon said he was very sad to hear about what had happened to Ms. Gale's son. He said it is not a perfect system but at least this plan will improve it to some extent by putting in place some parameters for release. He went on to say that he hopes the plan will be reviewed periodically to discover if modifications are indicated.

DA Nisley stated that he agrees; while they have tried to anticipate every scenario, it is likely that they have missed something. He said they will confer with jail staff as they work through this and will come back to the Board with recommended changes.

Commissioner Hege asked Ms. Gale if she had seen the matrix. She responded that she has reviewed it but must trust that the law enforcement official know more than she knows.

Commissioner Hege asked Sheriff Eiesland if he believes the matrix would have helped in Ms. Gale's case. The Sheriff said that it is hard to know; most of the releases will be shoplifting and disorderly conduct offenders – the disorderly conduct offenders who continue to reoffend will see their points go up in the matrix.

Ms. Gale said that their perpetrator had gone to trial but pled out for a lesser offense. She asked if the matrix would reflect that information. Sheriff Eiesland replied that each arrest increases the points to some degree but not as much as a conviction.

Commissioner Hege asked if personal crimes are more highly pointed. Sheriff Eiesland replied that other than harassment, they are; domestic violence and crimes against children will be higher.

Chair Runyon encouraged the public to bring any concerns to the Sheriff to help them improve the system. Commissioner Hege thanked Ms. Gale for coming forward and assured her that the Board and County staff would try to do the best they can to keep the public safe. He suggested that they review the plan in 6

months. Sheriff Eiesland noted that recently they have been averaging 44-48 prisoners and have not had to release anyone; they have been doing some book and release for low level offenders.

{{Chair Runyon moved to approve Resolution #13-010 in the matter of adopting a resolution to amend the capacity management plan for inmates confined at the Northern Oregon Regional Corrections Facility (NORCOR). Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Proposed Sub-divisions

Tanner Elliot came forward to say that he has a one-acre lot on which he has built one house; he is looking for final signatures that will allow him to move forward with subdividing the property for the construction of 4 more houses. He noted that he has dedicated some portion of the property to the City for future development; the property is on Thompson Street bordered by 15th and 16th Streets.

Chair Runyon stated that this is really a City project that the County is required to review for approval. Planning Director John Roberts stated that this has come before the Board under ORS 92; the city's code requires that the County sign off on it – it is a good system of checks and balances. He went on to say that in light of the urban growth area and the Scenic Act, there could be some challenging situations. He stated that both the cases being presented to the Board today are well within the City limits. The Elk Horn subdivision did involve the Road Master, but those issues have been resolved. He stated that the only thing that needs to be changed going forward is the signature lines for County administration which should say Board of Commissioners rather than County Court.

Commissioner Hege said that it seems inefficient; it would make more sense for the Board to delegate this authority to the Planning Director.

Greg Colt, 3600 Crates Way, The Dalles, OR, stated that he is working on a subdivision of Crates Park.

Mr. Roberts said there are no County issues with either subdivision.

{{{Commissioner Hege moved to approve the Elk Horn subdivision.
Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve The Dalles Business Park
subdivision. Commissioner Kramer seconded the motion which passed
unanimously.}}}

Agenda Item – Home at Last Lease

Mr. Stone explained that this is the culmination of a process that has been ongoing for the past couple of years. He said that the County has a piece of property with an animal shelter building; the County contracts with Home at Last to hold animals from the County's animal control program; in exchange Home at Last gets the use of the building at no cost. They would like to build a new facility, but to attract funding they need the security of a long-term lease. The goal is to protect the interests of both the County and Home at Last.

Mr. Stone outlined the basic terms of the proposed lease: for the first 5 years it would be business as usual. If, during that period, Home at Last elects to replace the existing building, they could extend the lease for 20 years. If everything worked as planned, it would in effect be a 25-year lease. Within this agreement, the County would continue to maintain a termination clause as there is no way to predict future development in the area.

Chair Runyon asked what the protection for Home at Last would be. Mr. Stone replied that the County would guarantee the Home at Last investment at 100% for the first 10 years, after that it would be guaranteed on a declining scale. He reported that it has been reviewed by the Home at Last board and they had a positive response. He said that it is in the County's best interest for Home at Last to succeed; if Home at Last does not exist, the County is still charged with animal control. He also pointed out that the County does receive some revenue from that property through a lease with Verizon for a cell tower.

Nan Wimmers, Vice President of the Home at Last Board, stated that the lease would help them but is not their ultimate goal. They would like to own the

property outright. She asked that the Board consider deeding the land to Home at Last with a reversionary clause that would return the property to the County should Home at Last ever relocate. She added that the Verizon income could continue to be directed to the County. She went on to say that the contribution from the County has been reduced from \$100,000 to \$18,000 per year and they must get funding from other sources. Grantors are reluctant to invest in property that is not owned by the grantee.

Chair Runyon noted that the land occupied by Home at Last is not entirely County land but some of it is owned by the Port of The Dalles.

Ms. Wimmers said that they have a good relationship with the Port. She added that they would like to go forward with the lease and revisit ownership at a future date. Mr. Stone stated that the lease would contain a renewal clause.

Home at Last Executive Director Kris Boler stated that they are in the early stages of raising funds for a new building; a long-term lease is something they can work with but it represents a risk to potential grantors/donors. She said that she does not foresee anyone donating another piece of property to Home at Last.

Chair Runyon stated that he would be in favor of approving the lease in concept with final changes left in the hands of counsel and the Administrative Officer. Commissioner Hege added that he doesn't see the property as having a high value to the County and would be in favor of a deed with a reversionary clause. He went on to say that he has no objection to the long-term lease, but he sees the deed as beneficial to everyone concerned. The only challenge he sees is the portion of the property that is owned by the Port – perhaps they can be persuaded to donate their portion. He concluded by saying that he would not want to see the County get back into the shelter business. Chair Runyon said that the Board would need to see some plans/documents before moving forward with the idea of deeding the property.

{{{Commissioner Kramer moved to approve the draft Home at Last lease pending review by counsel. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 11:38 a.m.

The session reconvened at 11:43 a.m.

Agenda Item – Expansion of South Sherman County Rural Fire Protection

Planning Director John Roberts came forward to say that he was here today to make the Board aware of a community proposal and get their thoughts on moving forward. He cited the 88 acre wind facility, part of which is in Wasco County. EFSEC found that one shortcoming with the facility is for fire protection; the applicant, in exploring ways to bolster their role, determined they might have Sherman County Rural Fire Protection District extend their jurisdiction into Wasco County to cover the entire area. He stated that from a planning standpoint, he would encourage moving forward with the process.

Captain Chris Hendricks with South Sherman County Fire and Rescue came forward to say that the landowners want to have protection in South Wasco County; there is currently no agency responsible for that. If an outside agency responds they will bill the landowner which can become very expensive. South Sherman County has used mutual aid agreements in the past. He explained that their district enlists GPS for the optimum placement of equipment; volunteers do the majority of the work. Their tax base is \$1.50 per thousand for fire and/or emergency services – Shaniko is already in the District. Captain Hendricks outlined the capabilities of his district regarding equipment and manpower.

Commissioner Hege asked if there is any state or federal fire protection for the area in question. Larry Ashley, landowner, replied that the landowners take care of protection east of the Deschutes. He said that Sherman County has helped and BLM has responded but it is never an organized response as there is no one really in charge to coordinate efforts. The landowner basically oversees the effort to suppress a fire; with wind energy there is a greater need for fire protection.

Don Tschiva, Assistant Fire Management Officer for the Bureau of Land Management, came forward to confirm Mr. Ashley's information that the BLM only responds to fires that threaten their lands or start on their lands and spread outside their land. However, the BLM has mutual aid agreements with some of the local districts including South Sherman County. He added that the expansion of the South Sherman County Fire Protection District would allow the BLM to step in sooner to assist in fire suppression.

Dan Rightner, Bureau of Land Management Fire Management Officer, confirmed Mr. Tschiva's statements adding that he believes the extension of the district into Southern Wasco County would be a positive move including that area in the already existing mutual aid agreement that creates a coordinated effort for fire suppression.

Adam Barnes, Fire Manager for the Department of Forestry, came forward to say that the area in question is outside their boundary but they, too, have a mutual aid agreement in place with Sherman County; if Southern Wasco County becomes a part of that district, they would be covered by the same agreement.

Hugh Holbrook, City of Shaniko Councilman, related the circumstances of a 1996 fire that increased due to lack of protection; he stated that it would have been a third the size had there been a fire district in place. He stated that because there was no agency in charge, efforts were disorganized and less effective.

Stuart VonBorstel, landowner, came forward to say that there had been a fire a year ago; he was in Portland when he received notification. He recounted his feeling of helplessness because there was no one to call for help. He stated that this discussion began prior to the wind energy project and he believes it should come before the citizens for a decision. He said that the communities want to hear from the Board before taking the next steps. He reminded the Board that insurance rates for those within the proposed district would decrease with the formation of a fire district.

County Clerk Linda Brown encouraged the group to engage counsel to help for the proposed district across county lines; statute states that whichever county has greater land value within a district will be the controlling county. She said they shouldn't proceed without all the information. She advised the group that it will take at least 18 months to bring the issue to a ballot vote. She restated her strong belief that the group would need guidance to help them achieve their goals.

Chair Runyon asked if they had brought this to the Sherman County Court. Glen Fluhr stated he was not aware that they would need to go to Sherman County. Ms. Brown responded that Sherman County is their governing body and would need to be informed.

Chair Runyon announced that he needed to leave the meeting but wanted to say that he believes this is a good idea but more work needs to be done; the citizens need the fire protection but it needs to be done correctly.

Further discussion ensued regarding the differences between a fire protection district and an Ambulance Service Area.

Commissioner Hege stated that he is in support of moving forward with the process.

At 12:35 p.m. Commissioner Hege recessed the regular session to move into Executive Session pursuant to ORS 192.660(2)(g) for trade negotiations.

At 12:41 p.m. the regular session resumed.

Rodger Nichols, News Director for Haystack Broadcasting and Columbia River Gorge Commissioner, announced that Sondra Clark had not been reappointed to the CRGC by the Governor of Washington. He added that the Republic of Georgia was sending a contingency and in August, the CRGC is going to Lapway, Idaho for a government to government summit.

At 12:43 p.m. Commissioner Hege recessed the regular session to move into Executive Session pursuant to ORS 192.660(2)(g) for trade negotiations.

At 12:45 p.m. the regular session resumed.

Ms. White advised the Board that she would be on vacation from Thursday, July 17th through Wednesday July 24th.

Commissioner Hege adjourned the session at 12:46 p.m.

Summary of Actions

Motions Passed

- **Approve the Intergovernmental Agreement between Wasco County and the City of The Dalles for G.I.S. services.**
- **Approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for G.I.S. services.**

- Approve the Intergovernmental Agreement between Wasco County and North Wasco County Public Utility District for G.I.S. services.
- Approve the Intergovernmental Agreement between Wasco County and Sherman County for G.I.S. services.
- Approve the Intergovernmental Agreement Supporting the Formation of an Early Learning Hub to Ensure Children and Their Families Meet Developmental Milestones That Lead to Kindergarten Readiness.
- Approve Ms. Rogers as the designated Hub contact for Wasco County.
- Approve the Early Learning Division 2013-2015 County Healthy Families Oregon Medicaid Administrative Activities Intergovernmental Agreement.
- Approve the Funding Agreement between The Next Door, Inc., and Wasco County.
- Approve the OLCC liquor license renewals.
- Approve the Agreement for the Challenge Day Program.
- Approve Public Transit Division Oregon Department of Transportation Agreement No. 29348.
- Approve the Intergovernmental Agreement between Wasco County and Hood River County for Provision of Family Planning Nurse Practitioner.
- Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Dufur School District #29.
- Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Columbia Gorge ESD.


- Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Sherman County Schools.
- Approve the Business Associate Contract for Nursing Services between North Central Public Health District and South Wasco County School District #1.
- Approve the Consent Agenda:
 - 7.3.2013 Regular Session Minutes
 - Newspaper Notices Contract
- Approve Resolution #13-010 in the matter of adopting a resolution to amend the capacity management plan for inmates confined at the Northern Oregon Regional Corrections Facility (NORCOR).
- Approve the Elk Horn subdivision.
- Approve The Dalles Business Park subdivision.
- Approve the draft Home at Last lease pending review by counsel.


Consensus

- Send a letter of support for Jefferson County in their efforts to maintain public access to the Cathedral Rock Wilderness Area.

WASCO COUNTY BOARD
OF COMMISSIONERS


Rod L. Runyon, Commission Chair


Scott Hege, County Commissioner


Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 3, 2013**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Fund Exchange Agreement](#)
2. [Wasco County Historical Museum Appointment](#)

ON HOLD:

1. Wasco County website improvement

Discussion Item
Fund Exchange Agreement

- [Supporting Email](#)
- [2013 Fund Exchange Agreement #29463](#)



Arthur Smith <arthurs@co.wasco.or.us>

Agreement No. 29463 - Wasco County 2013 FEX

BEERNINK Albert H <Albert.H.Beernink@odot.state.or.us>

Thu, May 23, 2013 at 9:01 AM

To: "Arthur Smith (arthurs@co.wasco.or.us)" <arthurs@co.wasco.or.us>

Cc: NEWTON Darrell R <Darrell.R.NEWTON@odot.state.or.us>, PARLETTE Katie M <Katie.M.PARLETTE@odot.state.or.us>

Arthur;

Please find attached a fully executable copy of agreement No. 29463 for Wasco County's 2013 Fund Exchange:

Please review this agreement and have signed by the County Commissioners. Should you find any issues with this agreement or have any questions, please contact me directly and I will get you an answer or put you in touch with the appropriate contact within ODOT.

Once signed please return to me via email as a PDF file. I will arrange to obtain the remaining signatures and a file copy will be sent to your attention directly from Salem.

Thank you in advance,

Hans Beernink
Region 4 Agreements Specialist
Oregon Dept. of Transportation
63085 N Highway 97, Suite 101, Bend OR 97701
Ph: 541.388.6028
Email: albert.h.beernink@odot.state.or.us

 Please consider the environment before printing this e-mail.

 **MCA029463-2013FEX-WEx_052313.pdf**
779K

Arthur Smith <arthurs@co.wasco.or.us>

Thu, May 23, 2013 at 9:11 AM

To: Marty Matherly <martym@co.wasco.or.us>

This is the agreement for our 2013 STP funds.

Arthur

2013 FUND EXCHANGE AGREEMENT
Five-Mile Rd., Lower Eight Mile Rd., Skyline Rd., Smock Rd. and Steele Rd.
Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the surface restoration of Five-Mile Road, Lower Eight Mile Road, Skyline Road, Smock Road and Steele Road, the locations of which are shown on the sketch maps attached hereto, marked Exhibit A, and by this reference made a part hereof, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2013 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal
4. Based on this ratio, Agency wishes to trade \$288,397 federal funds for \$271,093 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years from the date that all required signatures are obtained unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$271,093. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$271,093, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers 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](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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.
- 7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
 - 8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
 - 9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 - 10. This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on March 21, 2012, as a part of the 2012-2015 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on May 22, 2013.

Signature Page to Follow

WASCO COUNTY, by and through its
elected officials

By _____
Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:

Arthur Smith – Project Manager
2705 East 2nd Street
The Dalles, OR 97058-2220
(541) 506-2645
Arthurs@co.wasco.or.us

State Contact:

Darrell Newton – Local Agency
Programs Coordinator
63055 N Highway 97, Bldg M
Bend, OR 97701-5765
(541) 388-6272
Darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

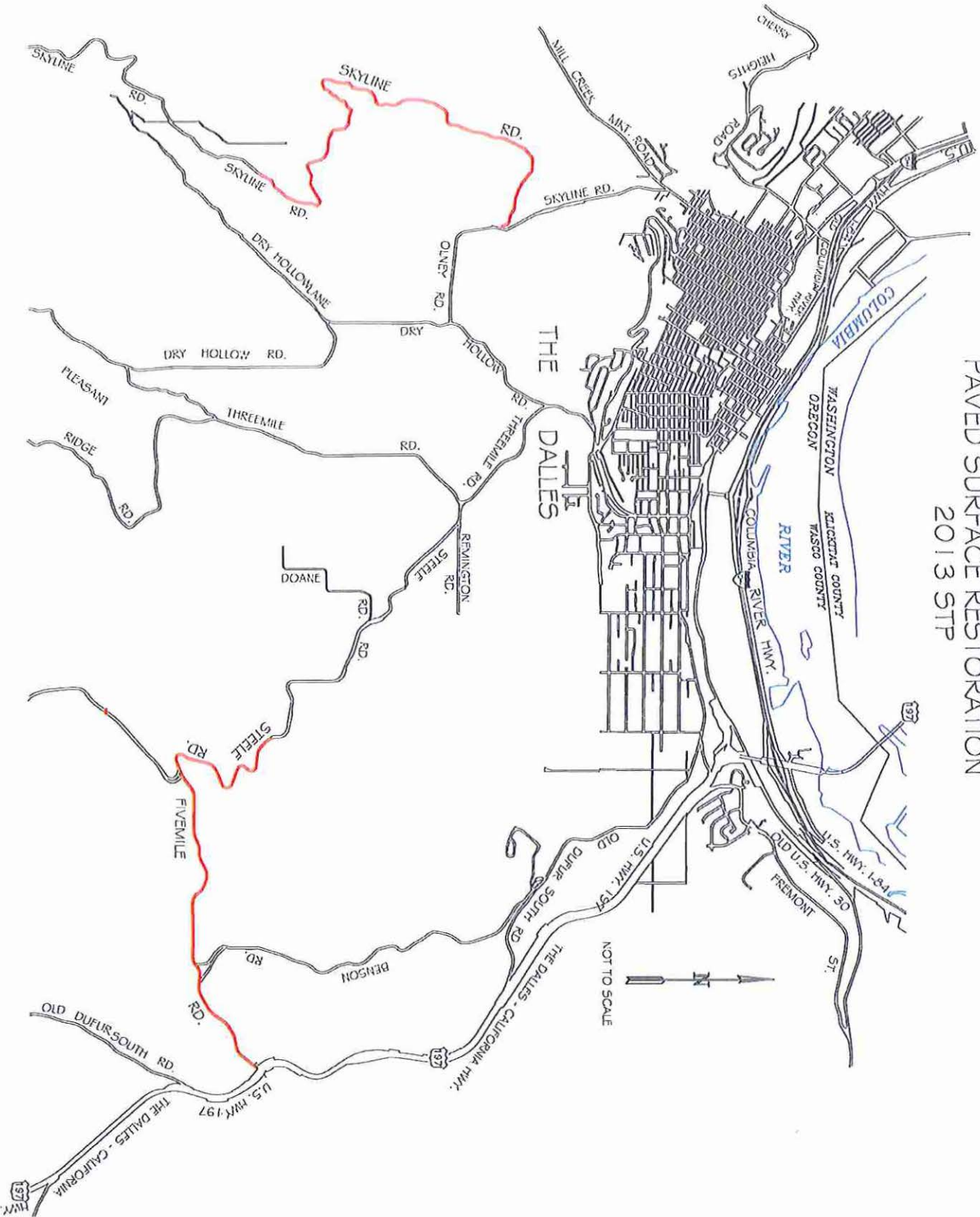
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

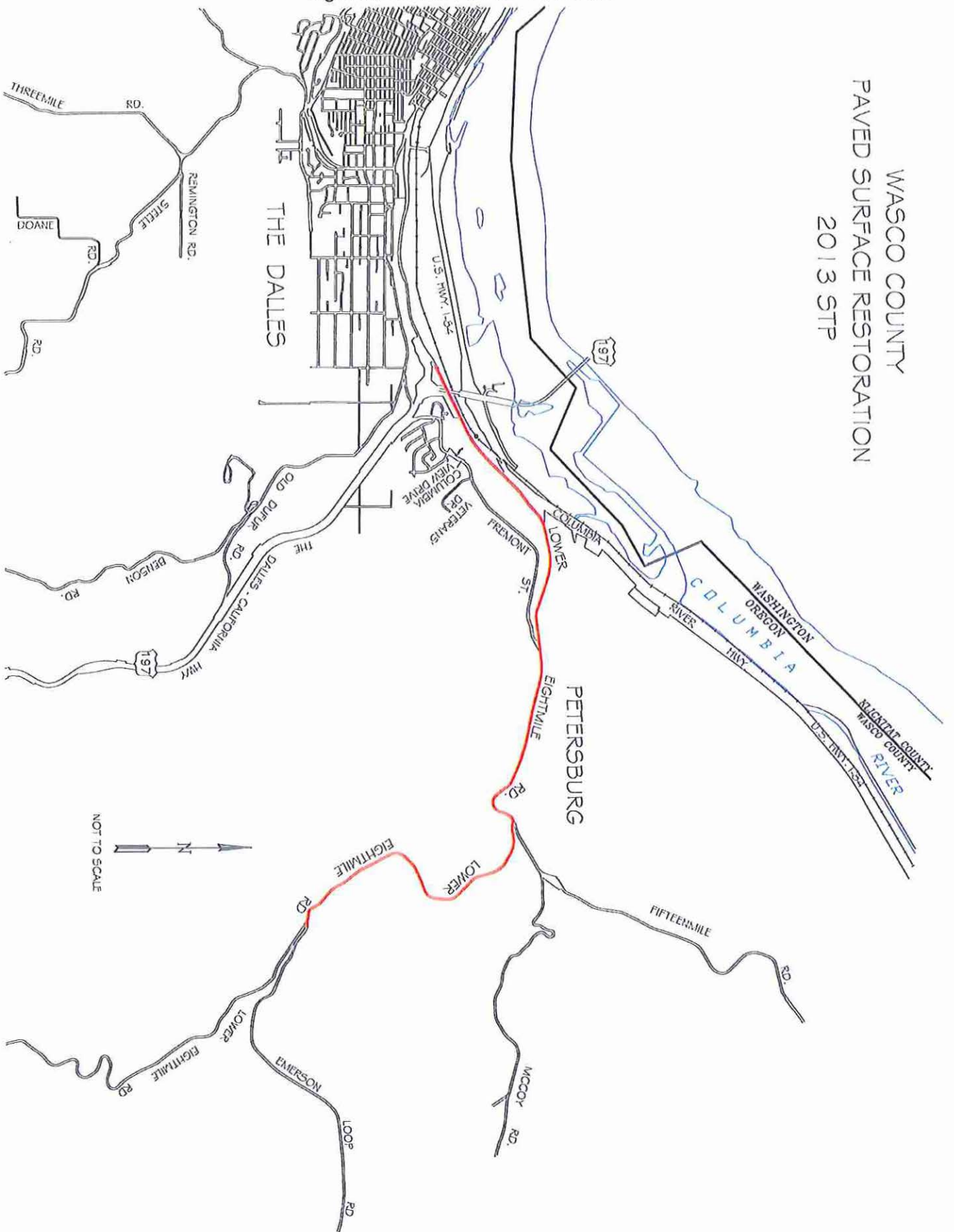
By _____
Assistant Attorney General

Date _____

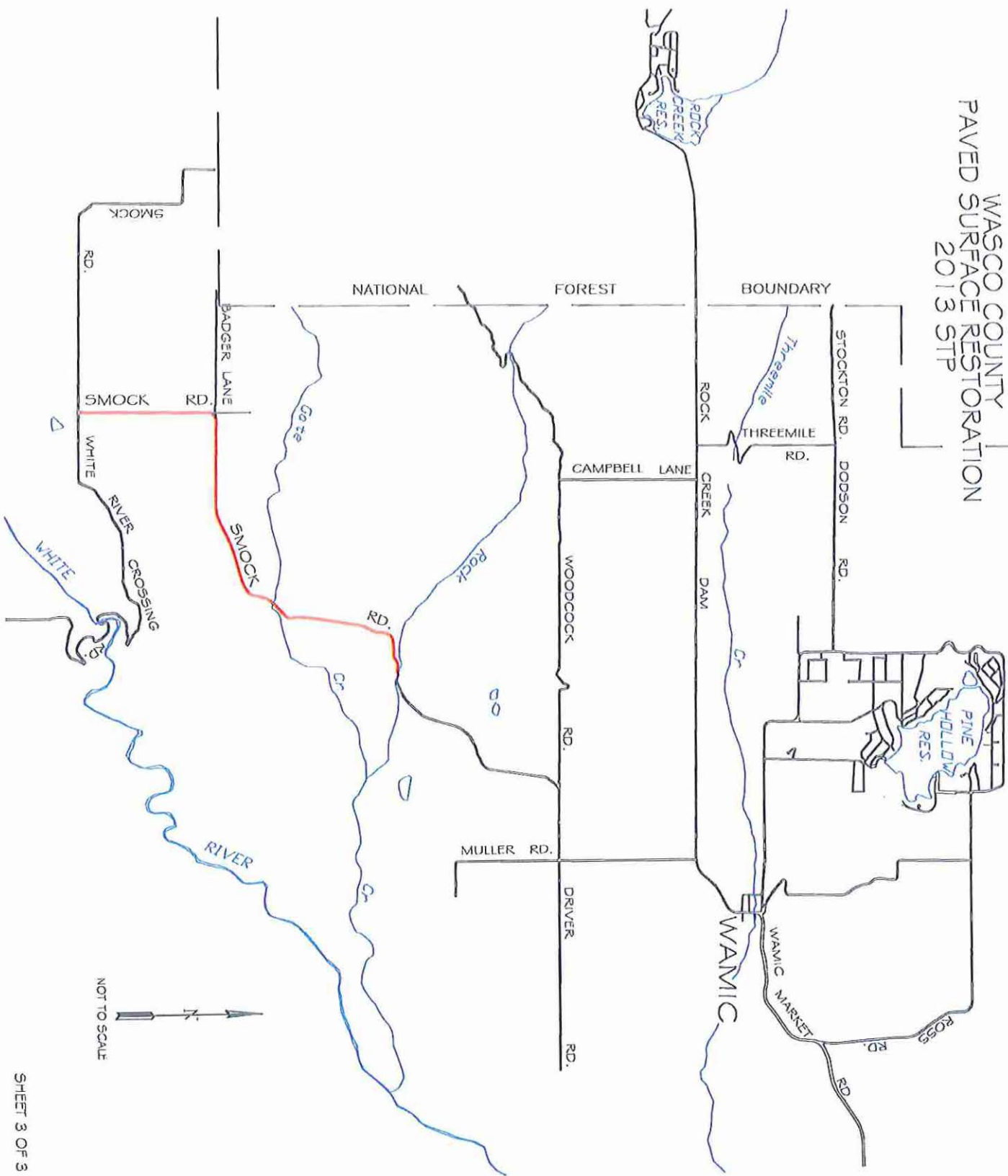
WASCO COUNTY
PAVED SURFACE RESTORATION
2013 STP



WASCO COUNTY
PAVED SURFACE RESTORATION
2013 STP



WASCO COUNTY
PAVED SURFACE RESTORATION
2013 STP



Discussion Item
Museum Appointment

- [Explanatory E-mail](#)
- [Recommendation Letter](#)
- [Memo of Explanation](#)
- [Dan Erickson's Application](#)
- [Order #13-125 Appointing Dan Erickson to
the Wasco County Historical Museum Board](#)



Kathy White <kathyw@co.wasco.or.us>

Museum Appointment

commishdan@aol.com <commishdan@aol.com>

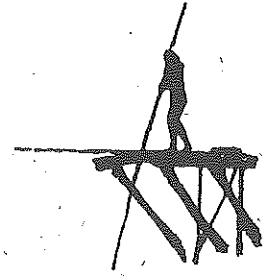
Thu, Jun 27, 2013 at 5:00 AM

To: kathyw@co.wasco.or.us

Kathy,

The WCHM is a private board, not a public board, and the appointment is required by the terms of the trust and has always been made at the request of the WCHM Board to fill with a specific person. The position does not have a term like County board and commission appointments that are public. The County does have a position that it appoints on the corresponding public Discovery Center Board (Steve). The WCHM handles the trust money that was established by Ernie Kuck to run the Wasco County side of the Discovery Center complex. It jointly runs the facility with the other Board as one single operation. For a better explanation, call Bill Dick or Carolyn Purcell at the Center. Hope this helps, Dan

[Quoted text hidden]



June 6, 2013

**WASCO COUNTY
HISTORICAL MUSEUM**

Wasco County Board of County Commissioners
Wasco County Courthouse
511 Washington Street, Ste. 302
The Dalles, OR 97058

5000 Discovery Drive
The Dalles, Oregon
97058
541-296-8600
Fax 541-298-8660

Re: Wasco County Historical Museum Board

Dear Commissioners Hege, Kramer, and Runyon:

Dan Spatz has recently resigned his Board position on the Wasco County Historical Museum Board. Dan Spatz had provided distinguished service on our Board since his appointment in 2009 by the Wasco County Court and we will miss him as a Board member. Dan Spatz had, himself, replaced Bill Hulse who had previously served on the WCHM Board for over 17 years. Bill had been appointed as an original founding Museum committee member.

Dan Spatz's resignation has left a vacancy on the Wasco County Historical Museum Board. As you know, the Wasco County Historical Museum is a private nonprofit entity acting as a bifurcated trustee for the Ernest A. Kuck Museum Foundation for Wasco County established by the late Ernie Kuck, whose purpose is to construct and maintain the Wasco County Historical Museum, being part of the complex in operation at the Discovery Center and Museum here in The Dalles.

Although our organization is entirely non-governmental and private, the terms of the trust and the Wasco County Historical Museum provide that we are directed to ask the County Court of Wasco County (now the Board of County Commissioners) to appoint three of our members of our Board. This would also include the filling of vacancies left by the resignation of members of the Board, if or when such resignations occur. Essentially, Mr. Kuck intended that these appointed positions be for life, but sometimes vacancies occur because of resignation, such as in the case of Dan Spatz.

Now we need to ask the County Commissioners to appoint Dan Spatz's successor. In this regard, the Wasco County Historical Museum Board strongly recommends and requests that the Board of County Commissioners appoint DANIEL ERICKSEN to fill the vacancy left by Dan Spatz. DANIEL ERICKSEN is very knowledgeable of Wasco County Historical matters, including that of the Discovery Center and Museum itself.

Dan Ericksen is the present president of the Citizens for Discovery Center and Museum support group and is chairman of our joint operating board. He is also a Columbia River Gorge

Board of County Commissioners
June 6, 2013
Page 2

Commissioner and of course, past County Commissioner (both Wasco County & the Gorge Commission being original "partners" to our Discovery Center and Museum project). He is an active member of this community and a good local historian. DANIEL ERICKSEN is a very knowledgeable, interested and able person who would be very helpful to the trust in carrying out the trustees' duties under the terms of the trust.

If the Board of County Commissioners could please appoint DANIEL ERICKSEN to replace Dan Spatz on the Wasco County Historical Museum Board, his inclusion in the Board would be of assistance to the trustee in continuing to make the Wasco County Historical Museum a success.

Yours truly,



William G. Dick II
President, Wasco County Historical Museum

WGDII:kr

cc: Sam Woolsey
Jan Leininger
John Lundell
Robert Bailey
Carolyn Purcell, Executive Director
Eric Nisley, County Attorney

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MUSEUM APPOINTMENT
DATE: 6/27/2013

BACKGROUND INFORMATION

You will note that Mr. Erickson's application is for the Fort Dalles Museum rather than the Wasco County Historical Museum. When I sent him the application, I was not aware that there was a second, separate museum board and therefore sent him the Fort Dalles Application. Once I understood the distinction, it did not seem necessary for him to fill out a new application since the applications are identical with the exception of the background information provided at the top for the benefit of the applicant – Mr. Erickson, clearly understands the distinction and looking at his responses, he was applying for a position with the WCHM.

I will prepare a typed version of his application with the correct information and send it to him for his signature so we have a correct application on file. In the meantime, I did not want to hold up the appointment for lack of an application.

INFORMATION AND QUALIFICATION FORM

WASCO COUNTY MUSEUM COMMISSION

VOLUNTEER POSITIONS
REPRESENTATIVE FROM
WASCO COUNTY, OREGON

BACKGROUND

The Ft. Dalles Museum, a department of Wasco County, is a vital economic and cultural asset in our community and is the oldest historical museum in the State of Oregon. Run by Wasco County and the City of The Dalles, the joint Commission is made up of seven members; four members are appointed by Wasco County and three are appointed by the City of The Dalles for three-year terms. The Commission meets once each month; members are encouraged to volunteer for ongoing projects.

APPLICATION

Provide personal qualifications for the specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

Name: DAN ERICKSEN

Address: [REDACTED] THE DALLES

Phone (home) [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: Dan Erickson

Date: 6/8/13 Number of years as a Wasco County resident: 60+

Your objectives/goals? Desired contributions and accomplishments? HELP THE MUSEUM AND DISCOVERY CENTER REACH THE FINANCIAL SUCCESS THAT WAS ORIGINALLY ANTICIPATED WITH A GOAL OF BEING ABLE TO MAKE FULL PAYMENT EVENTUALLY ON THE REMAINING BONDED INDEBTEDNESS

Approximate hours/week available for this commitment? AS NEEDED, NOT LIMITED

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)

B.S. in Bus. Adm - Oregon State Date(s): 1970-74

Date(s): _____

Date(s): _____

Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

County - Board of Adj. Planning Comm. Date(s): 1978-96
Commissioner, Judge, BOPTA Date(s): 1996-2010
Boards - MCCOG, MCEED, NORCOR Date(s): 1996-2013
Q-Life, Citizen for the Disc. Cntr. Date(s): _____
Urban Renewal Advisory

Vocational/professional licenses, awards, recognition, etc.)

OUTSTANDING YOUNG FARMER OF OREGON Date(s): 1983-84

Date(s): _____

Date(s): _____

Date(s): _____

General Comments: It would be an honor to be able to serve
on the Museum Board to support the intent of Ernie
Ruck in providing an historical museum focusing on
Wasco County, since Ernie was a great-uncle of
mine. A little known fact that was not even known
by the Board until recently!

Send completed form to:

Wasco County
Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF) O R D E R
DAN ERICKSON TO THE WASCO COUNTY) #13-125
HISTORICAL MUSEUM BOARD.)

NOW ON THIS DAY, the above-entitled matter having come on
regularly for consideration, said day being one duly set in term for the
transaction of public business and a majority of the Board being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the
Wasco County Historical Museum Board due to the resignation of Dan Spatz;
and

IT FURTHER APPEARING TO THE BOARD: That Dan Erickson is
willing and is qualified to be appointed to the Wasco County Historical
Museum Board to fill the current vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Erickson
be and is hereby appointed to the Wasco County Historical Museum Board.

DATED this 3rd day of July, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 3, 2013**

CONSENT AGENDA

1. [Minutes](#)

a. [6.26.2013 Regular Session Minutes](#)

Consent Agenda Item Minutes

- [6.26.2013 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 26, 2013

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 4:00 P.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Agenda Item – Master Interlocal Law Enforcement Assistance Agreement

Chief Deputy Lane Magill explained that this is an agreement between several local law enforcement agencies that make up the Mid-Columbia Law Enforcement Council and allows them to call upon one another for resources when responding to major incidents. While the document is reviewed every two to three years, signatures are updated when officials are newly elected. The document is not changing, the signatures are being gathered to reflect current governance.

{{{Commissioner Hege moved to approve the Master Interlocal Law Enforcement Assistance Agreement. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Runyon reported that the City of The Dalles Police Department has begun using Glock 22's. He asked if the Sheriff's Department had plans to do the same as he understands that there is an advantage to local law enforcement agencies using the same weapons. Chief Magill responded that he had not known that the City Police had changed their weapons and thanked Chair Runyon for the information.

Discussion List Item – Tri-County Hazardous Waste Steering Committee Appointment

Chair Runyon stated that at the June 19, 2013, Board Session Environmental Health Specialist John Zalaznick had asked the Board to make an interim appointment to the committee to avoid a lapse in Wasco County's representation. Mr. Zalaznick had advised the Board that the next Committee meeting is scheduled for the same day as the next Board session which would not allow time for an appointment.

Public Health Director Teri Thalhofer came forward to explain that the meeting scheduled for July 3, 2013, is a subcommittee meeting; the full Committee does not meet again until September 18th. She went on to explain that the Solid Waste Advisory Committee is an entirely separate committee created by Ordinance; the Tri-County Hazardous Waste Committee was created as part of an intergovernmental agreement.

Ms. Thalhofer stated that there is an issue before the Steering Committee; their IGA is up for review. In the original IGA, Wasco County agreed to be the lead agency; the decisions of the Steering Committee are binding on the lead agency. In considering that piece, the Board of Health has already decided they would not accept the position as lead agency without a change in that language. She explained that the sub-committee, consisting of representatives of Sherman County and the cities of The Dalles and Dufur, will discuss the IGA on July 3rd, with a focus on program requirements and the lead agency. Mr. Zalaznick will attend as program staff.

Chair Runyon asked where that meeting would be. Ms. Thalhofer replied that she would find out.

Chair Runyon stated that with this new information there is no urgency to appoint.

*****After brief discussion, the Board was in consensus to have Commissioner Kramer attend the July 3rd subcommittee meeting representing Wasco County.*****

Ms. Thalhofer added that she had spoken to Sherman County representative Sandy McNab regarding her concerns around the lead agency. She will be

submitting those comments to him in writing so that he can bring them to the committee. She also offered to let him know that Commissioner Kramer will be attending the meeting. She will be creating a mock-up of the sub-committee's current suggestions. She reported that Cascade Lock's does not have consistent representation and she is not confident that all of the representatives are doing a good job of reporting to their governing bodies. She offered opinion that no decisions should be made without getting input from the governing bodies.

Chair Runyon asked that Ms. Thalhofer copy each member of the Board on her planned communication with Mr. McNab. She replied that she would.

Consent Agenda – 6.19.2013 Minutes

Chair Runyon stated that there had been an error in the minutes regarding the Board's summer session schedule. He had contacted Ms. White and ask that she correct that section to reflect that the Board would be meeting on August 7th but cancelling the August 21st session, keeping August 14th open if needed. He reported that the correction had been made and would be in the minutes being considered for approval today.

Commissioner Hege questioned a statement attributed to Commissioner Kramer on page 10 regarding the anticipated reaction of residents of Southern Wasco County should the Board elect to have no predator control this year; he believes it was actually Mr. Stone who made the comment. Ms. White said she would check the recording accuracy.

{{{Commissioner Hege moved to approve the Consent Agenda with the above mentioned changes. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – MCEDD IGA

Commissioner Hege explained that the only real change to the IGA is that at the last EDC meeting a discussion regarding Needs and Issues resulted in a decision to modify it to be something similar but more focused on a process to take action rather than compiling a list; everyone at the meeting was in agreement.

Chair Runyon noted that their Strategic Plan will also be more focused on jobs.

Commissioner Hege pointed out that the IGA had been assigned a number, commenting that he had not seen our IGA's numbered before. Ms. White explained that it was a number assigned by MCEDD rather than Wasco County.

**{{{Commissioner Kramer moved to approve MCEDD IGA 13-001.
Commissioner Hege seconded the which passed unanimously.}}}**

Agenda Item – Fee Schedule Ordinance

Ms. White explained that in the original version of the Ordinance being considered for adoption, the Environmental Health fees had included DEQ charges. The County is restricted to two fee schedule amendments per year with a minimum of six months between amendments. With the expected upcoming increases to DEQ fees, that would put the County in the position of having to absorb the increases until such time as the schedule could be amended again. To avoid that outcome, the Ordinance now lists only the local fees with language that informs the public that prevailing DEQ fees will be collected in addition to local fees.

Chair Runyon clarified that the electronic document fees would be added to the media disc fee when sending documents using a disc.

{{{Chair Runyon moved to approve Ordinance #13-003 in the matter of amending Wasco County's uniform fee schedule for various County Departments. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege noted that the budget adjustments for which the Special Session had been called do not appear on the agenda. Mr. Stone responded that they were no longer needed. Ms. White added that that information had not come to light until Monday, she noted that they had also thought the session necessary to address the Tri-County Hazardous Waste Steering Committee appointment.

Agenda Item – Predator Control

Mr. Stone reported that he had followed up some initial email exchanges with phone conversations and learned that the review of Wasco County's requested language changes would not take as long as originally reported; however, APHIS was not hopeful that the language would be changed. He is trying to connect District Attorney Nisley with their attorney to discuss the possibilities. He added that Wasco County wants to be held harmless for the work done by APHIS.

Some discussion ensued regarding scenarios in which the contracted agent might accidentally cause a fire or death and injury and the catastrophic costs that would be attached to that event. Current contract language would hold APHIS harmless in such a circumstance leaving the County precariously liable.

Mr. Stone went on to say that he had contacted Fish and Wildlife only to learn that they also contract with APHIS. He stated that he has opened a dialog with Sherman County who has full-time predator control on staff. He will explore the possibility of contracting with them for services. There is also the possibility that the APHIS contract will be modified.

Chair Runyon pointed out that if the current contract is not signed, there will be a lapse in service. Mr. Stone replied that he is comfortable with waiting as there are other agencies addressing predator control.

Further discussion ensued regarding how citizens would access this service concluding that Fish and Wildlife generally responds to individual reports of nuisance predators while the APHIS program is geared more toward eradication programs.

*****The Board was in consensus for Mr. Stone to move forward with his efforts to resolve the issue.*****

Discussion Item – AOC Summer Summit

Chair Runyon asked Commissioner Hege if he had attended this event last year. Commissioner Hege responded affirmatively, stating that it had been worth going. He noted that this is only one of two events held by the AOC each year.

Chair Runyon said that he is mindful of the budget. Mr. Stone replied that there is money in the travel budget and he will monitor it. He stated that he was interested in attending the presentations regarding how to get a levy passed and the future of courthouses; there is also a County Administrators meeting scheduled.

Discussion Item – July 3rd Session Start Time

Chair Runyon asked if the Board is in agreement to begin the July 3rd Board Session at 4:00 p.m. to allow Commissioner Kramer to attend the Tri-County Hazardous Waste Steering Committee subcommittee meeting.

*****The consensus of the Board was to make that change.*****

Mr. Stone stated that Wasco County needs to make a determination as to what they want to do in regard to the IGA being revised by the committee.

Chair Runyon noted that during the August break, Ms. White would be working with Youth Services Director Molly Rogers to arrange for an afternoon or evening Board Session to be held in Maupin.

Discussion Item – Wasco County's 10th Street Property

Mr. Stone reported that he had talked with Facilities Technician Gene Scherer regarding the 10th Street property. Mr. Scherer had reported that he is out there working whenever he has a crew to do the work. All the existing fire wood for CAP will remain where it is until it is depleted; new wood will be stored in the northwest corner of the property where it won't be more aesthetically acceptable.

Chair Runyon asked if any of the items belonging to other entities and being stored on the property could be removed. He speculated that some of the entities using the site for storage had probably not gone through their storage in years and much of it could be disposed of. He asked if there was an inventory. Mr. Stone replied that he could obtain an inventory.

Commissioner Hege noted that the Sheriff's office has moved their evidence storage to the more secure search and rescue area, clearing two bays. He suggested that items from the covered area could now be relocated to the bays freeing up space for vehicles to be parked under cover.

Mr. Stone said that that is the current plan, but it is a priority issue. Further discussion ensued regarding the status of items being stored, how to best dispose of them, and who would make the decisions about what needed to be kept and what could be sold, recycled or thrown away. The Board discussed the possibility of personally participating in the cleanup. The question was raised about the future disposition of the property.

Mr. Stone suggested that they schedule a work party beginning with a tour of the 10th Street property as well as the old armory site and concluding with a discussion as to how best to move forward.

*****The Board was in consensus to follow Mr. Stone's recommendation.*****

Commission Call

Ms. White asked for direction regarding Ms. Linda Porter Cassidy's request to be on the July 3rd agenda as she was aware that Commissioner Hege and the Planning Department had been in communication with her and perhaps the appointment was no longer necessary. The Board directed Ms. White to contact Senior Planner Joey Shearer for background information and then to contact Ms. Cassidy to determine her wishes.

Mr. Stone reported that Google has approached the City of The Dalles regarding the enterprise zone. Commissioner Hege commented that the city has franchise fee through which they will make hundreds thousands of dollars; the County will not make anything unless through the enterprise zone. He added that the City will also get money from the water and sewer charges.

Mr. Stone went on to say that City Manager Nolan Young had requested that he forward on a confidentiality agreement which is with District Attorney Nisley for review.

Commissioner Hege stated that he is not comfortable with negotiating the enterprise zone under a confidentiality agreement; he stated he believes the public should have an opportunity to comment and the Board deserves to get their input. He said that, while there are some things that should be covered by an non-disclosure agreement, he does not want the enterprise zone to be included in that agreement.

Chair Runyon commented that the City should be aware of this.

Chair Runyon adjourned the session at 5:07 p.m.

Summary of Actions

Consensus

- Commissioner Kramer should attend the July 3rd Tri-County Hazardous Waste Steering Committee subcommittee meeting representing Wasco County.
- Mr. Stone to move forward with his efforts to resolve the predator control issue.

- To begin the July 3rd Board Session at 4:00 p.m. to allow Commissioner Kramer to attend the Tri-County Hazardous Waste Steering Committee subcommittee meeting.
- To schedule a work party beginning with a tour of the 10th Street property as well as the old armory site and concluding with a discussion as to how best to move forward.

Motions Passed

- Approve the Master Interlocal Law Enforcement Assistance Agreement.
- Approve the Consent Agenda with the discussed changes to the 6.19.2013 minutes.
- Approve MCEDD IGA 13-001.
- Approve Ordinance #13-003 in the matter of amending Wasco County's uniform fee schedule for various County Departments.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
Public Health Ordinance and Contracts

- [Ordinance Memo](#)
- [Ordinance Creating Public Health as
Separate Entity](#)
- [OHA Contracts Memo](#)
- [OHA Agreement #142025](#)
- [OHA Agreement #142382](#)
- [OHA Agreement #141998](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: PUBLIC HEALTH ORDINANCE
DATE: 6/27/2013

BACKGROUND INFORMATION

On June 19, 2013, the Wasco County Board of Commissioners held a Public Hearing at which citizens were invited to be heard regarding the proposed Ordinance; no members of the public appeared and the Board closed the hearing for public testimony and read the title of the Ordinance into the record.

At today's session the Board will consider the Ordinance for adoption following another reading of the full title.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF RATIFYING THE)
CREATION OF THE NORTH CENTRAL) ORDINANCE
PUBLIC HEALTH DISTRICT AS AN) #13-004
INTERGOVERNMENTAL ENTITY)

NOW ON THIS DAY, the above-entitled matter having come on regularly
for consideration, said day being one duly set in term for the transaction of public
business and all of the Wasco County Board of Commissioners being present;
and

IT APPEARING TO THE BOARD that ORS 190.010 authorizes
governmental units to create a public entity; and

IT FURTHER APPEARING TO THE BOARD that the governing bodies of
Wasco, Sherman and Gilliam Counties have determined that the general health
of their residents would be best served through a three-county public health
district; and

IT FURTHER APPEARING TO THE BOARD that the counties have jointly governed and operated the North Central Public Health agency under an Intergovernmental Agreement adopted October 21, 2009; and

IT FURTHER APPEARING TO THE BOARD that the counties now wish to create a new public entity under ORS Chapter 190 to succeed the prior agency and to met the purposes stated below.

THE WASCO COUNTY BOARD OF COMMISSIONERS ORDAIN AS FOLLOWS:

Section 1. Wasco County intends to create the North Central Public Health District as an intergovernmental entity by the attached intergovernmental agreement.

Section 2. The intergovernmental agreement is approved and will take effect upon its ratification by all parties to the agreement.

Section 3. The public purpose of the intergovernmental entity is to establish and implement a three-county public health district that meets ORS Chapter 431 responsibilities and duties of a public health department with governance that reflects the interests and unique geographic considerations of the three counties.

Section 4. The intergovernmental entity is granted all powers, duties and functions necessary or useful to carry out the public purpose for which it was

created and to comply with all provisions and terms of the intergovernmental agreement and ORS Chapter 431.

Section 5. This Ordinance takes effect 30 days after adoption.

DATED this 3rd day of July, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Scott C. Hege, County Commissioner

Steve Kramer, County Commissioner

ATTEST:

APPROVED AS TO FORM:

Kathy White
Executive Assistant

Eric J. Nisley
Wasco County District
Attorney

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: OHA CONTRACTS
DATE: 6/24/2013

BACKGROUND INFORMATION

These contracts are expected to be amended and come back before the Board in the fall. Additionally, the Board will need to send a notarized letter in December notifying OHA of the exact date when Wasco County will no longer be the responsible entity which will trigger a contract between OHA and the newly formed Public Health District.

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

AGREEMENT #142025

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

This Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and North Central Public Health District, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties (“LPHA”).

RECITALS

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

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

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

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

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

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

AGREEMENT

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

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

[Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

[Exhibit G Required Federal Terms and Conditions](#)

[Exhibit H Required Provider Contract Provisions](#)

[Exhibit I Provider Insurance Requirements](#)

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

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

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

4. SIGNATURES.

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

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

Date: _____

GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH THE NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by D. Kevin Carlson, Senior Assistant Attorney General on May 21, 2013. Copy of approval on file at OHA, OC&P.

REVIEWED:

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist

Date: _____

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

EXHIBIT A

DEFINITIONS

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

1. **“Agreement”** means this 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination of this Agreement, of amounts OHA actually disbursed to LPHA under this Agreement with amounts that OHA is obligated to pay to LPHA under this Agreement based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Claims”** has the meaning set forth in Section 2 of Exhibit F.
5. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
6. **“OHA”** means the Oregon Health Authority of the State of Oregon.
7. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the Federal Government of the United States.
8. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time.
9. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.iii.(B)(ii.)(a).
10. **“LPHA”** has the meaning set forth in the first paragraph of this Agreement.
11. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

12. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act.
13. **“Misexpenditure”** means money disbursed to LPHA by OHA under this Agreement and expended by LPHA that:
- a. Is identified by the Federal Government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal Government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by LPHA, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - c. Is identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
14. **“Provider”** has the meaning set forth in Section 4 of Exhibit E. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
15. **“Provider Contract”** has the meaning set forth in Section 4 of Exhibit E.
16. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B, whose costs are covered in whole or in part with financial assistance that OHA pays to LPHA pursuant to this Agreement: *[this section continues next page.]*

2013-2015 PROGRAM ELEMENTS (PE)			
PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#
<u>PE 01</u> State Support for Public Health	GF	N/A	N/A
• PE 01 Accreditation Mini Grants	FF	CDC / Strengthening Public Health Infrastructure for Improved Health Outcomes	93.507
<u>PE 02</u> City Readiness Initiative (CRI)	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
<u>PE 03</u> Tuberculosis Case Management	GF FF	CDC / Project Grants and Cooperative Agreements for Tuberculosis Control Program	93.116
<u>PE 05</u> Health Impact Assessment (HIA)	FF	CDC / Environmental Public Health and Emergency Response	93.070
<u>PE 07</u> HIV Prevention Services	GF FF	CDC / HIV Prevention Activities for Health Departments	93.940
<u>PE 08</u> Ryan White Case Management	GF OF FF	HRSA / HIV Care Formula Grants	93.917
• PE 08 Ryan White Support Services	GF OF FF	HRSA / HIV Care Formula Grants	93.917
<u>PE 10</u> Sexually Transmitted Disease (STD)	GF 50% FF 50%	CDC / HIV Prevention Activities for Health Departments	93.940
<u>PE 11</u> Climate Change and Public Health Program: Building Capacity to Address the Public Health Impacts of Climate Change at the Local Level	FF	CDC / Environmental Public Health and Emergency Response	93.070
<u>PE 12</u> Public Health Emergency Preparedness (PHEP)	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
<u>PE 13</u> Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A
<u>PE 15</u> Healthy Communities (HC)	OF FF	CDC / Investigations & Technical Assistance; Environmental Public Health & Emergency Response	93.283; 93.070
<u>PE 19</u> Program Design and Evaluation Services (PDES)	(see sub-element detail)		
• PE 19 PDES HIV Medical Monitoring Project	OF FF	CDC / HIV/AIDS Surveillance	93.944
• PE 19 PDES BRFSS Data Weighting	OF FF	CDC / Health Care Surveillance/Health Statistics	93.745
• PE 19 PDES Coordinated School Health, Return on Investment Project	OF	N/A	N/A
• PE 19 PDES Evaluation of OR Prescription Drug Monitoring Project	OF	N/A	N/A

2013-2015 PROGRAM ELEMENTS (PE)

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

17. **“Program Element Description”** means the description of the group of services falling within a Program Element, as set forth in Exhibit B.
18. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.
19. **“Vendor”** or **“Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA determines that for the purposes of this Agreement, **LPHA is a Sub-Recipient**.

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

EXHIBIT B

PROGRAM ELEMENT DESCRIPTIONS

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

1. Purpose of State Support for Public Health Services (SSPH). State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (i) epidemiological investigations that report, monitor and control Communicable Disease, (ii) diagnostic and consultative Communicable Disease services, (iii) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (iv) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (v) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

2. Definitions Specific to SSPH

a. Communicable Disease: A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.

b. Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control: Minimum standards for local health department services for the control of Communicable Diseases as adopted by the Conference of Local Health Officials (CLHO) in June 2008, available online at:...

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

...and the Oregon Health Authority in accordance with ORS 431.345 and OAR 333 Division 14.

3. Standards for Program Operations.

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

- b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:

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

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

Program Element #03 - Tuberculosis Services

1. **Description.** ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.
2. **Definitions Specific to TB Services.**
 - a. Active TB Disease: TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
 - b. Appropriate Therapy: Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.
 - c. Associated Cases: Additional cases of TB disease discovered while performing 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 OHA’s Investigative Guidelines.
 - f. Cohort Review: A systematic review of the management of patients with TB disease and their contacts. The “cohort” is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
 - g. Contact: An individual who was significantly exposed to an infectious case of active TB disease.
 - h. Directly Observed Therapy (DOT): LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. Evaluated (in context of contact investigation): A contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- j. Interjurisdictional Transfer: A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. Investigative Guidelines: Department guidelines, dated as of January 2012, which are incorporated herein by this reference are available for review at <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. Latent TB Infection (LTBI): TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. Medical Evaluation: A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay (QuantiFERON[®]-TB Gold In-Tube test or T-SPOT[®].TB test), chest x-ray, and any appropriate bacteriologic/histologic examinations.
- n. Suspected Case: A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. TB Case Management: Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Procedural and Operational Requirements.

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA's Investigative Guidelines.
- b. Tuberculosis Case Management Services. LPHA's TB Case Management Services must include the following minimum components:
 - i. LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

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

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

a.) Clinical indications which require DOT include:

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

b.) Socioeconomic factors which require DOT include:

- (i.) Homelessness

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

The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- viii. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- ix. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
- x. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

4. Reporting Obligations and Periodic Reporting Requirements. LPHA shall prepare and submit the following reports to OHA:

- a. LPHA shall notify OHA's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
- b. LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program or enter contacts into the Orpheus database in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. Performance Measures. If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:

- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
- c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
- d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
- e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
- f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

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

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

- b. **Technical Assistance Resources (Direct Assistance):** Services of a OHA DIS, that OHA makes available to LPHA to support the LPHA's delivery of STD Case Management Services
- c. **Financial Assistance Resources specific to DIS Activity:** Funds made available to LPHA solely for use in covering a portion of the salary of a DIS employed by LPHA to deliver components of STD Case Management Services.

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

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

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

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

5. Reporting Obligations and other Requirements. In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit to OHA the reports described above.

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

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

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

- q. Vaccine Adverse Events Reporting System (VAERS): A passive surveillance program used to monitor vaccine safety in the United States. VAERS collects reports of adverse events occurring after vaccination from public and private providers, parents, patients, and vaccine manufacturers.

3. General Requirements. All of LPHA's PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:

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

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

4. Procedural and Operational Requirements.

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

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

ix. HAN-related Performance Measures:

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

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

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

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

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

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

progressing from discussion based exercises (e.g. seminars, workshops, tabletop exercises, games) to operations based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.

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

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

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

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

ATTACHMENT 1

TO PROGRAM ELEMENT #12

BUDGET TEMPLATE

Preparedness Program Annual Budget

() County			
July 1, 20__ - June 30, 20__			
		Subtotal	Total
PERSONNEL			\$0.00
	Annual Salary	% FTE	0
<i>{Position Title and Name}</i>			0
Brief description of activities, for example, This position has primary responsibility for () County public health preparedness activities.			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
<i>{Position Title and Name}</i>			0
Brief description of activities and responsibilities			
Fringe Benefits @ ()% or describe rate or method			
TRAVEL	\$0		\$0
Total In-State Travel:			
Out-of-State Travel:			
EQUIPMENT (computer, communication, etc.)	\$0		\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)	\$0		\$0
CONTRACTUAL	\$0		\$0
Contract with () Company, for () services.			
Contract with () Company, for () services.			
Contract with () Company for, () services.			
OTHER	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ____ % of Direct Expenses:			\$0
TOTAL BUDGET:			\$0

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

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

TOTAL:

Notes:

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

Preparedness Program Expense to Budget (Example)

() County

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

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

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

Notes:

The budget total should reflect the total amount in the most recent Notice of Grant Award.

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

**Public Health Emergency Preparedness
Equipment Inventory List**

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

Equipment Location:

Completed by:

Phone Number:

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

* in accordance with 45 CFR 74.37 or 45 CFR 92.5

Please return the completed form to your Regional Liaison by August 31 of each year.

Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

ATTACHMENT 2
TO PROGRAM ELEMENT #12
WORK PLAN

Suggested process for work plan development:

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

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

Example Work Plan

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

Explanatory notes for Example Work Plan (above):

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

ATTACHMENT 3
TO PROGRAM ELEMENT #12
OHA ISSUED SATELLITE TELEPHONES

AGENCY TERMS and SHIPPING INFORMATION
PLEASE READ CAREFULLY

ELIGIBLE ORGANIZATIONS:

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

INSTRUCTIONS:

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

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

Name of Tribe, hospital, or LPHA: _____

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

Correspondent Contact Phone Number: _____

Correspondent Contact Email: _____

Delivery Preference (Circle only 1): { Ground Ship } → Note state may opt to deliver in person.
{ Pick up at State Public Health HQ in Portland - PSOB }
{ Our PHEP Liaison or Regional Coordinator will deliver }

Ship to Address: (Organization) _____

(ATTN – name): _____

Address –line 1: _____

Address: -line 2: _____

City, State, Zip: _____

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

Signature Authority: _____

Name and Title (printed): _____ **Date:** _____

PHEP SATELLITE TELEPHONE TERMS

All state satellite phones are provided under the following terms.

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

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

By signing below, my agency agrees to these terms.

Signature: _____ **Date:** _____

Name & Title: _____

**ATTACHMENT 4
TO PROGRAM ELEMENT #12**

OR-IRIS AGREEMENT

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

Agreement Number 000000

***State of Oregon
Network and Information Systems
Access Agreement***

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

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

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

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

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

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

1. PURPOSE

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

2. EFFECTIVE DATE AND DURATION

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

3. RESERVATION OF RIGHTS / TERMINATION

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

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

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

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

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

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

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

4. INDEMNITY / INSURANCE

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

5. DOCUMENTS

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

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

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

6. CONFIDENTIALITY, PRIVACY, AND SECURITY

A. Confidentiality of Client Information

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

B. Information Privacy/Security/Access

If the Work performed under this Agreement requires LPHA or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

7. AGREEMENT CONTACTS

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

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

8. **SIGNATURES**

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

LPHA signature

OHA signature

OCP signature

EXHIBIT A **ROLES AND RESPONSIBILITIES**

1. **DEFINITIONS**

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

2. **ACCESS CONTROL**

Receiver agrees to keep the GIS Data Tool Secure.

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

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

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

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

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

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

3. SECURITY

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

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

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

4. USER DISCLOSURE OF INFORMATION

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

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

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

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

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

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

ATTACHMENT #1 SCOPE OF ACCESS

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

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

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

Access and information flow will occur from:

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

Information to be accessed includes:

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

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

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

☐ Financial Information

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

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

Systems to be accessed include:

☐ E-Mail – DHS/OHA email account authorized. This authorizes the CBE to acquire DHS/OHA email accounts upon completed IUP for each individual, and requires signature by a DHS/OPHA manager.

☐ Network – Network login authorized. This authorizes the CBE to acquire DHS/OHA Network Login IDs upon completed IUP for each individual, and requires signature by a DHS/OHA manager.

☐ Other (Describe): Neither of the above.

**ATTACHMENT 5
TO PROGRAM ELEMENT #12**

RECOMMENDED PLANS

County EOP

ESF – 8

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

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

Public Health Specific Plans / Procedures

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

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

Public Health Operations

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

Volunteer Management Plan / Procedures

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

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

Biodetection System Response (only for Medford, Portland areas)

Continuity of Operations Plan

Supporting Documents

Public Health HVA / HRA

Mutual Aid Agreements

Vulnerable populations data

Adoption ordinance / documentation

Maintaining Preparedness

Training and Exercise Plan

Two exercises / year

Tribal Coordination (if applicable)

24/7 Contact Testing

HAN testing, staff assembly drills

Sat Phone Testing

Plan update schedule and documentation

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

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

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 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 the Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
4. **Performance Measures.** LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 Budget

Line Item Budget and Narrative Worksheet - DRAFT

Please complete the following Line Item Budget for: **DHS TPEP PE13** for FY2014 (07/01/13-06/30/14)

Identify only funds requested under the DHS **TPEP PE13** RFA.

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

	Agency:	North Central Public Health District					
	Fiscal Contact:	Kathi Hall					
	E-mail address:	kathih@co.wasco.or.us					
	Phone Number:	541-506-2628	Fax Number:	541-506-2601			
Budget Categories	Description						Total
(A) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	
	1	Tobacco Ed & Prev	\$54,860	100.00%	12	54,860.00	
	2	Business Mgr	\$47,349	5.00%	12	2,367.45	
	3	Secretary	\$37,109	15.00%	12	5,566.35	
	4						
	TOTAL SALARY					\$62,793.80	
	Narrative* : Wasco County's FTE is 37.50 hours. The TPEP pos. requires 40 hours/week to serve three co						
							\$62,794
(B) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe	
	1	54,860.00		35.00%	=	19201	
	2	2,367.45		35.00%	=	829	
	3	5,566.35		35.00%	=	1948	
	4	0.00		35.00%	=	0	
	TOTAL FRINGE					21978	\$21,978
(D) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).						\$0
	Narrative* :						\$0
(E) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$3,034.00	\$3,034
(F) Travel	This covers in-state, out-of-state, and travel to all required trainings.						
	In state		Out Of State		Subtotal		
	Narrative* : TPEP coordinator attends numerous monthly meetings throughout the tri-county region.		TPEP coordinator plans to attend one national conference during FY 2013/				
	Per Diem:	200	200			\$400	
	Hotel:	400	500			\$900	
	Air fare:	0	600			\$600	
	Reg. fees:	200	200			\$400	
	Other:					\$0	
	Mileage:	Miles: 1000	X	0.51	per mile	\$510	\$2,300
							\$510
(G) Other	Please list.						
							\$0
							\$0
							\$0
(H) Contractual	List all sub-contracts and all contractual costs, if applicable.						
							\$0
							\$0
							\$0
(I) Total	(Sum of A through H)						\$90,616
(J) Cost Allocation	Cost Allocation GF Expenditures by FTE in program.		0.00%	\$0			\$3,000
(K) TOTALS	(Sum of I & J). Should equal DHS TPEP PE13 Request.						\$93,616

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

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

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

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

1. WIC Services.

- a. Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of Food Instruments for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- b. Definitions Specific to WIC Services.**
 - i. Applicants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of applicant Breastfeeding women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - ii. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Oregon Health Authority (OHA), Public Health Division, Financial Assistance Award document, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s caseload management performance and is used in determining NSA funding for LPHA.
 - iii. Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.

- iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- v. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- ix. **Food Instrument:** A voucher, check, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- x. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- xi. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- xii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiii. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- xiv. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- xv. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or

conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

- xvi. Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
 - xvii. Postpartum Women:** Women up to six months after termination of a pregnancy.
 - xviii. Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
 - xix. TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
 - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
 - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
 - (D.) oversight and assurance of WIC Services integrity.
 - xx. TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
 - xxi. WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
 - xxii. WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.
- c. Procedural and Operational Requirements of WIC Services.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual:

i. Staffing Requirements and Staff Qualifications.

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

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

- (A.) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR, Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0090, such U.S. Department of Agriculture directives as may be issued from time to time during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (B.) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when health services are provided through referral, in accordance with 7 CFR 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (C.) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment.. Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior

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

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

(I.) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

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

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

e. Performance Measures.

- i. LPHA shall serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
- ii. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

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

a. General Description of FDNP Services. FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to

women, infants, and children who are nutritionally at risk and who are WIC Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.

b. Definitions Specific to FDNP Services. In addition to the definitions in Section 1.b. above, the following terms used in this Section 2 shall have the meanings assigned below, unless the context requires otherwise:

- i. Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
- ii. Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
- iii. Farmers' Market Season or Season:** June 1 – October 31.
- iv. Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a farm stand. This is in contrast to a group or association of farmers selling their produce at a farmers' market.
- v. FDNP:** The WIC Farm Direct Nutrition Program authorized by section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
- vi. Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
- vii. Recipients:** WIC Participants who (1) are one of the following: pregnant women, Breastfeeding women, non-Breastfeeding Postpartum Women, infants 6 – 12 months old at any time during the Farmers' Market Season and children 1 – 4 years of age at any time during the Season and (2) have been chosen by the LPHA to receive FDNP Services.

c. Procedural and Operational Requirements for FDNP Services. All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- i. Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
- ii. General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and

Procedures in the WIC Manual, including but not limited to the following requirements:

- (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each season begins.
- (B.) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
- (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
- (D.) **Check Issuance and LPHA Responsibilities:** LPHA must document the required certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
- (E.) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.
- (F.) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

iii. **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Section 8 of Exhibit E of this Agreement.

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

- a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.
- b. **Definitions Specific to BFPC Services.**
 - i. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.
 - ii. **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
 - iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
 - iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling for LPHA, which is set out in the OHA, Public Health Division, Financial Assistance Award document, is determined by OHA using the WIC Peer Counseling funding formula. This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling caseload management performance and is used in determining peer counseling funding for LPHA.
 - v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.
- c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - i. **Staffing Requirements and Staff Qualifications.**
 - (A.) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain caseload requirements specified in the WIC Manual.

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

ii. General Requirements for the BFPC Services.

- (A.) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.
- (C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.
- (E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participate in periodic conference calls sponsored by OHA.
- (H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.
- (I.) **Availability.** Peer Counselors shall be available to Participants who are part of their caseload by phone during non-clinic hours, such as evenings and weekends.
- (J.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (K.) **Calculation of BCP Services Time:** LPHA staff time dedicated to providing BCP Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.

- (L.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA breastfeeding promotion and support targets or its Nutrition Education requirement.
- (M.) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.
- (N.) **Performance Measures:**
 - (i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
 - (ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports to OHA:
 - (A.) A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
 - (B.) A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual
- iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

Program Element #41: Reproductive Health Program

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

a. **Title X Program Guidelines:** LPHA must: 1.) comply with the Federal Title X Guidelines for Family Planning, 2.) ensure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents, and 3.) comply with any subsequent program instructions issued by the Office of Population Affairs, including the following:

i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide Family Planning Services to the public.

Citation 42 CFR 59.5 (b)(3)

ii. Provide a broad range of contraceptive methods as defined in the Federal Title X Guidelines for Family Planning Services and as specified by the OHA Reproductive Health Program.

Citation 42 CFR 59.5 (a)(1)

iii. Provide an education program which includes outreach to inform communities of available services and benefits of family planning.

Citation 42 CFR 59.5 (b)(3)

b. **Data Collection:** LPHA must collect and submit client data for each individual receiving any service supported in whole or in part with OHA funds provided under this agreement.

Citation 42 USC 701-709

c. **Chlamydia Testing:** Unless this requirement is waived by OHA, LPHA shall participate in the Oregon Infertility Prevention Project for Chlamydia testing and adhere to that project's standards for identifying, screening and testing.

Citation 42 CFR 59.5 (a)(1)

4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this agreement, LPHA shall submit to OFH the following written reports:

a. **Annual Plan for Family Planning Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.

Title X Regulation 6.2

b. **Projected Budget for Family Planning Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.

Citation 45 CFR 92.20

c. **Family Planning Program-Specific Revenue and Expenditure Report** must be submitted quarterly to the Office of Financial Services and to the Reproductive Health Program Office on the dates specified in Exhibit E Section 8 of this Agreement.

5. Program Income

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

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

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

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

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

2. General Requirements

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

- e. **Medicaid Application:** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .
- f. **MCAH Funds**
 - i. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
 - (A.) **MCAH/Title V Child and Adolescent Health Funds:** A minimum of thirty percent (30%) of the total LPHA Federal Title V Funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - (B.) **MCAH/Title V Flexible Funds:** The remainder of the total LPHA Federal Title V Funds are designated for program or services for women, infants, children and adolescents.
 - (C.) **MCAH/Perinatal Health State General Funds:** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - (D.) **MCAH/Child and Adolescent Health State General Funds:** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
 - (E.) **Federal Title V Funds:** Federal Title V Funds shall not be used as match for any federal funding source.
 - ii. **Babies First! (B1st!) and NFP Services.** State General Funds for B1st! shall be limited to expenditures for those services. MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in subsection 2.g.i., above,
 - iii. **School-Based Health Centers.** MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for School-Based Health Centers within limitations of subsection 2.g.i. above.

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

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

- i. **MCAH Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
 - ii. **MCAH Flexible Funds:** Federal Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in 2.g.i. above.
- b. **Procedural and Operational Requirements.** All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i. LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. A Comprehensive MCAH Plan shall include:
 - (A.) Assessment of the health needs of the MCAH population
 - (B.) Goals, objectives, activities, and timelines
 - (C.) Evaluation plan to measure progress and outcomes of the Plan.
 - (D.) Projected use of MCAH Flexible Funds and other funds supporting Plan activities and goals
 - ii. LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents.
 - (A.) Services administered by OHA include (but are not limited to):
 - (I.) Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - (II.) Perinatal health services such as OMC Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.
 - (III.) Infant and child health services such as B1st! 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.
 - (B.) LPHA may provide other MCAH services identified through the LPHA Comprehensive MCAH Plan and local public health assessment, and approved by OHA.
 - (C.) Subject to OHA approval and notwithstanding the provisions of sections 1., and 2.f. of this Agreement, LPHA may provide MICAH-related clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.
- i. A progress report on the goals and activities of the Comprehensive MCAH Plan must be submitted in conjunction with the Local Public Health Authority Annual Progress Report.
 - ii. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
 - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
 - iii. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

4. Oregon MothersCare (“OMC”) Services

- a. **General Description.** OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free SafeNet (211 Info) telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

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

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

5. Maternity Case Management (“MCM”) Services

- a. **General Description.** Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. **Definitions Specific to MCM Services.** Case Management, Case Management Visit, Client Service Plan, High Risk Case Management, High Risk Client, Home/Environmental Assessment, Initial Assessment, Nutritional Counseling, Prenatal/Perinatal Care Provider, and Telephone Case Management Visit have the meanings set forth in OAR 410-130-0595.
- c. **Procedural and Operational Requirements for MCM Services.** All MCM Services provided with funds under this Program Element as well as those provided through the Oregon Health Plan must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595.
- d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E, of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby.
 - i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
 - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly;

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

(B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.

- ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- iii. All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

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

- a. **General Description.** The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. The definition of “Public Health Nurses” and client eligibility criteria are provided in OAR 410-138-000
- b. **Procedural and Operational Requirements.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements
 - i. **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator
 - ii. **Home Visits.**
 - (A.) B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN must complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Home visits may also occur to carry out a nursing care plan. Screening and assessment include, but are not limited to, the following activities:
 - (I.)An assessment of the child’s growth.
 - (II.)A developmental screening.
 - (III.)A hearing, vision and dental screening.
 - (IV.)An assessment of parent/child interactions.
 - (V.)An assessment of environmental learning opportunities and safety.
 - (VI.)An assessment of the child’s immunization status.
 - (VII.)Referral for medical and other care when assessments indicate that care is needed.

- (B.) B1st!/NFP Services must be delivered in accordance with OAR 410-138-000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership National Service Office. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement.)
 - (C.) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.
- iii. **Targeted Case Management.** LPHA, as a provider of Medicaid services, shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of HRI Services:
 - i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
 - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (B.) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.
 - ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - iii. All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

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

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

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

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

- iv. They are underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or
- v. They are served by LPHAs that have sub-designation agreements with FQHCs/RHCs.

t. **Vaccine Information Statement or VIS:** Information statement about each vaccine that is produced by CDC.

u. **Vaccine Stewardship:** State law requiring all entities that administer vaccines to: 1) report all vaccine administration data to ALERT IIS; and 2) biannually confirm that at least two employees are trained and certified in vaccine storage, handling and administration (unless exempt under statute).

4. **Procedural and Operational Requirements.** All Immunization Services supported in whole or in part with funds provided under this Agreement or delivered with State-Supplied Vaccine/IG must be delivered in accordance with the following procedural and operational requirements:

a. **State-Supplied Vaccine/IG.**

i. LPHA shall appropriately document in the Oregon Health Authority developed or approved VAR and report to the Oregon Health Authority the appropriate eligibility of the client for State-Supplied Vaccine/IG, using the list of codes and the Vaccine Eligibility charts provided by the Oregon Health Authority, Immunization Program, to the LPHA and posted on the website:
<http://1.usa.gov/ImmunizationProviderResources>

ii. LPHA will be billed quarterly by the Oregon Health Authority for Billable Doses provided to those clients who are insured for vaccines and can afford their insurer's co-pay or deductible.

b. **Vaccine Management & Accountability.**

i. LPHA will comply with Vaccine Stewardship statute and rules, including: biennially certifying that at least 2 immunization staff are presently trained in vaccine storage, handling and administration training(s).

ii. LPHA shall track, store, and manage the supply and distribution of vaccine, according to OHA and CDC guidelines set forth in the Public Provider Agreement and the OHA's Standard Operating Procedures (SOP) posted on the website:
<http://1.usa.gov/ImmunizationProviderResources> Procedures include but are not limited to the following:

iii. LPHA will designate one staff member as primary vaccine coordinator and at least one back-up vaccine coordinator to be responsible for all key vaccine management and accountability requirements per the Public Provider Agreement and SOP.

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

c. Delegate Agencies.

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

d. Vaccine Administration.

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

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

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

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

- ii. OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
- iii. Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

m. Hepatitis B Screening and Documentation

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

n. School/Facility Immunization Law

- i. LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284, available for review at <http://1.usa.gov/OregonSchool>
- ii. LPHA shall complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools (K through 7th grade) within LPHA's Service Area. LPHA shall submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

o. Affordable Care Act Adult Immunization Grant

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

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

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

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

- e. 80% of all vaccine administration data shall be data entered within 14 days of administration.

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

- a. LPHA shall reimburse OHA for the cost of wasted State-Supplied Vaccine/IG and/or Billables due to inadequate handling, including, but not limited to:
 - i. expiration
 - ii. theft/vandalism
 - iii. lack of thermometers
 - iv. power failure
 - v. faulty equipment used in the storage and shipment of State-Supplied Vaccine/IG from LPHA to OHA
 - vi. Delegate Agency which does not maintain the vaccine according to manufacturer standards.
- b. OHA will issue one initial bill and up to two (2) follow-up bills for the cost of wasted State-Supplied Vaccine/IG and/or Billables for any one quarterly billing period. OHA will not fill future vaccine orders following the third bill until payment is received for the delinquent billing period.
- c. LPHA must return to OHA, at LPHA's expense, all Styrofoam vaccine shipping containers received by LPHA from OHA.
- d. LPHA shall cover the cost of mailing/shipping to parents all Exclusion Orders and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://1.usa.gov/OregonImmunizationLaw>
- e. LPHA shall participate in State-sponsored immunization conference(s) and other training(s). LPHA shall receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State shall amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice.

7. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit the following reports to OHA's Immunization Program:

- a. **Monthly Vaccine Report:** This report must be submitted with every order.
- b. **Vaccine Orders:** These orders must be submitted according to the Enhanced Ordering Cycle (EOC) assigned by OHA.
- c. A copy of the completed Delegate Review Tool and Certificate “D” for each Delegate Agency must be sent to OHA by the date determined by OHA in consultation with LPHA, but in any event within two calendar months of the date that LPHA receives the request from OHA for the completed Delegate Agency Review Tool and Certification “D”.
- d. LPHA shall submit vaccine administration data within 14 days of vaccine administration to ALERT IIS via electronic data transfer or user interface. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- e. LPHA shall use the inventory module in ALERT IIS when available.
- f. LPHA shall complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.l. of this Program Element occur.
- g. LPHA shall complete and submit an Immunization Status Report as required in Section 4.n. of this Program Element.
- h. LPHA shall complete and submit an annual immunization plan checklist. The annual checklist—and any required explanation—shall be due on May 1st, except in years for which an alternative due date is required by the Office of Community Liaison. Report format and county schedule is available for review at OHA’s office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- i. LPHA shall submit a written corrective action plan for any unsatisfactory responses to high-priority questions stemming from the triennial review site visit.

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

1. **Description and Purpose.** The purpose of the Safe Drinking Water (SDW) program is to reduce the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided under this program element include: assuring that water suppliers are informed of necessary actions to comply with drinking water monitoring and maximum contaminant level requirements; inspecting public water systems and assuring that identified deficiencies are corrected; and providing technical regulatory assistance to public water suppliers. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.
 - a. Funds provided under this Agreement are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within LPHA's jurisdiction and may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver the SDW services described in this Program Element Description.
 - b. Public drinking water systems addressed in this Program Element Description include community water systems, non-transient non-community water systems, and transient non-community water systems, serving 3,300 or fewer people and using ground water or purchased surface water sources only, and those activities specifically listed for non-EPA water systems using ground water sources only.
 - c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

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

“90% of the community water systems will provide water that meets all applicable health-based drinking water standards during the year.”
2. **Definitions Specific to the SDW Program.**
 - a. **Community Water System:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
 - b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS is the state program that administers and enforces state and federal safe drinking water quality standards for all public water systems in the state of Oregon.
 - c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

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

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

3. Procedural and Operational Requirements.

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

- v. Investigate Water Quality Alerts: LPHA shall investigate all water quality alerts for detections of regulated contaminants at community, non-transient non-community, transient non-community, and non-EPA water systems. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct methods for issuing public notification as required and any needed advisory to users on protective action.

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

- vii.** Resolve Priority Non-compliers (PNC): LPHA shall review the system score list provided by DWS at least monthly, and shall contact and provide assistance to all EPA community, non-transient non-community, and transient non-community water systems that are priority non-compliers (PNCs) as follows:
- (a.) When a water system is designated as a PNC by DWS, LPHA shall take the following actions:
 - (1.) Contact the water supplier and discuss any unaddressed violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification.
 - (2.) Advise the owner/operator to carry out public notification as required by OAR 333-061-0042.
 - (3.) Submit public notices received and contact reports on LPHA follow-up actions to DWS.
 - (4.) Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its system score drops below 11 points and all MCL violations have been addressed.
 - (b.) LPHA shall review all persistent PNCs at five (5) months after being designated as a PNC to determine if the water system can be returned to compliance within three (3) months.
 - (c.) If the water system can be returned to compliance within three (3) months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.
 - (d.) If it is determined the water system cannot be returned to compliance within three (3) months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall notify the person(s) responsible for the subject water system's operation that formal enforcement has been requested.
- viii.** Conduct Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on identified significant deficiencies between surveys on EPA community, non-transient non-community, and transient non-community water systems to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction

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

- ix. Track and Follow-up on Enforcement Actions: after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 days.
 - x. Inventory and Document New Water Systems: LPHA shall inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. LPHA shall provide the documentation to DWS within 60 days of identification of an uninventoried water system. Alternatively, LPHA may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.
- c. **Supplemental Services**: If LPHA has completed all Required Services above, LPHA may complete supplemental services listed below as resources allow:
- i. Resolve Violations for non-PNC Systems: LPHA may conduct work on EPA public water systems that are not PNC systems in the manner described in b. vii (a.) above for addressing PNCs. LPHA shall prioritize work on these systems according to the relative health risk involved with MCL violations the highest priority, and according to system classification with community water systems receiving the highest priority.
 - ii. Conduct Engineering Plan Review Inspections: LPHA may, on request of DWS, inspect construction or major modifications of public water systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit to verify construction is completed in accordance with the approved plans. LPHA shall document the facilities checked and any differences between the constructed facilities and the approved plans. Documentation shall be forwarded to DWS within 30 days of the inspection.
 - iii. Assist with Emergency Response Plan Development: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.
 - iv. Conduct Other Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient public water system operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work

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

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

4. **Documentation and Reporting Requirements.**

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

- iv. Waterborne illness reports and investigations.
 - v. All correspondence with public water systems under LPHA's jurisdiction and DWS.
 - vi. Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems.
 - vii. Copies of public notices received from water systems.
- c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal safe drinking water program.
 - d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
 - e. **Additional Documentation and Reporting Requirements.**
 - i. LPHA must submit a work plan for the delivery of services under this Agreement and by a date determined by DWS. The plan must be approved by DWS prior to implementation. The plan must list all services intended to be provided to water systems over the two-year term of this Agreement and be categorized by the types of services and the number of each of the types of services proposed. Any changes to a work plan must be approved by DWS and shall be implemented through an amendment to the current Agreement.
 - ii. By the 20th of each month LPHA must submit a report, as set forth in Attachment 1 to this Program Element Description, "Required Drinking Water Services Provided", detailing the work accomplished during the prior month. The report must list all services provided to water systems covered under this Agreement and include water systems' names and ID numbers, the services provided, and service dates. Services must be categorized by type and provide the number of each type of service.

5. Performance Measures. DWS will use three (3) performance measures to evaluate LPHA's performance as follows:

- a. **Complete 100% of water system surveys.** Calculation: number of surveys completed divided by the number of surveys required.
- b. **Respond to 100% of alerts.** Calculation: number of alerts responded to divided by the number of alerts generated.
- c. **Resolve or address 100% of PNCs.** Calculation: number of PNCs resolved and addressed divided by the total number of PNCs. A PNC is addressed when it is referred to DWS for formal enforcement.

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

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

<i>REQUIRED DRINKING WATER SERVICES PROVIDED 2013-15</i>			
LPHA:		MONTH:	YEAR:
EMERGENCY RESPONSES			
Date of Service	PWS #	PWS Name	ID #
INDEPENDENT ENF. ACTIONS			
Date of Service	PWS #	PWS Name	
TECH/REG ASSISTANCE			
Date of Service	PWS #	PWS Name	
ALERTS		# Alerts =	
Date of Service	PWS #	PWS Name	
SURVEYS		# Surveys =	
Date of Service	PWS #	PWS Name	
PNCs RESOLVED		# PNCs resolved =	
Date of Service	PWS #	PWS Name	ID #
SURVEY FOLLOW-UP #1		# All deficiencies corrected =	
Date of Service	PWS #	PWS Name	
SURVEY FOLLOW-UP #2		# On corrective action plan =	
Date of Service	PWS #	PWS Name	
ENFORCEMENT TRACK & F/U		# All complete =	
PWS #	PWS Name		
Date of Service			
NEW WATER SYSTEMS		# New Systems =	
PWS #	PWS Name		
Date of Service			
NOTES ON MONTHLY ACTIVITIES:			

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

EXHIBIT C

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

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

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs Except Family Planning.)**
- 3. Oregon Health Authority Public Health Services Expenditure and Revenue Report (for FAMILY PLANNING ONLY).**
- 4. Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: North Central Public Health District Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	2) Issue Date April 18, 2013	This Action ORIGINALS FY2014	
		3) Award Period From July 1, 2013 Through June 30, 2014	
4) DHS Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			32,300 (a)
PE 03 TB Case Management			608
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)			
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)			
PE 13 Tobacco Prevention & Education			93,616
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			169,504 (c,d)
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES			34,051 (e)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			8,786 (b)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			12,745 (b)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			29,726 (b)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			4,682 (b)
PE 42 Babies First FAMILY HEALTH SERVICES			14,825
5) FOOTNOTES: a) Based on the certified population estimate of July 1, 2012. Prepared by the Portland State University Population Research center. b) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). c) July -September grant is \$42,376 ; and includes \$1,365 of minimum Nutrition Education: and \$2,044 for Breastfeeding Promotion. d) October-June grant is \$127,128 ; and includes \$25,426 of minimum Nutrition Education amount and \$6,133 for Breastfeeding Promotion. e) Please note that Chlamydia and High Cost Contraceptives funds have been folded into the Title X funds and are no longer a separate line item. f) Immunization Special Payments are funded by State General Fund and matched dollar for dollar with Medicaid.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

4) DHS Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES			8,701
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES			17,559 (f)
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES			600
PE 50 Safe Drinking Water Program			42,184
TOTAL	0	0	469,887

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE			
A.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
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		

WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:

Client Services		Nutrition		Education	
Breastfeeding Promotion		General		Administration	

YEAR TO DATE	
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
8.	Volunteer and In-Kind (estimated value)
9.	TOTAL REVENUE

C. CERTIFICATE

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

PREPARED BY _____	PHONE _____	AUTHORIZED AGENT _____	DATE _____
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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.).

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

WHERE TO SUBMIT: Submit original to *Contracts Payable, Department of Human Services, 500 Summer St. N.E. E-91, Salem, OR 97301, FAX (503) 947-2313* OR Email to: *OFS-Contract.Invoices@dhsosha.state.or.us*

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

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

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

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

- **Non-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.

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.

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



Agency : _____

Period : _____

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

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

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

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

PREPARED BY

PHONE

AUTHORIZED AGENT

DATE

Instructions for Completing the Family Planning Revenue and Expenditure Report

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

When to Submit

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

Where to Submit

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

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

Instructions

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

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

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

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

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

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

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

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

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

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

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

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

- iii. **Column 3, Increase/(Decrease):** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by the amendment. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - iv. **Column 4, New Financial Assistance Award:** The amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.
- c. **Footnotes:** This section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "New Grant Award" column of the "Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- d. **Capital Outlay Requested in This Award Action:** In instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- i. **Program Element Service:** The information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
 - ii. **Item Description:** The information presented in this column indicates the specific item that LPHA is authorized to acquire.
 - iii. **Cost:** The information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

iv. **Program Approval:** The presence of the initials of an OHA official approves 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. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Enforcement of the Oregon Indoor Clean Air Act. This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)

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

responsibility of the local government. Ballot Measure 44 funds may apply; see Section 2.h. above.

3. OHA Responsibilities. OHA shall:

- a.** Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
- b.** Provide technical assistance to LPHAs.
- c.** Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- d.** If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- e.** Issue final orders for all such case hearings.
- f.** Pursue, within the guidelines provided in the Act and OAR 333-015-0070 – OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

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

EXHIBIT E

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

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

- i.** At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- ii.** OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
- iii.** After providing LPHA 30 days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under Section 8 of this Exhibit E or that otherwise are not submitted in a timely manner or are incomplete or inaccurate subject to Exhibit C, Sections 2, 3, or 4. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

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

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

- i.** No LPHA default as described in Section 12 of this Exhibit has occurred.
- ii.** LPHA's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

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

ii. Recovery of Underexpenditure.

- (A) LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.ii.(B) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.

- (B) Appeals Process.** If LPHA notifies OHA that it wishes to engage in an **appeal** process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.ii.(C) below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

- (C) Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure pursuant to Section 1.c.ii.(B), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.ii.(C), and shall identify the amounts owed

by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure .

iii. Recovery of Misexpenditure.

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

- (i.)** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
- (ii.)** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.iii.(C) below; or
- (iii.)** Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.iii.(B) below.

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

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

(i.) **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 13.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this Section 1.c.iii.(B)(i.) to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. If OHA and LPHA continue to disagree as to whether or not there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

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

(a) If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance

with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- (b) If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (c) If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (d) Notwithstanding Section 1.c.iii.(A)(i.) through 1.c.iii.(A)(iii.), if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

- (1) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- (2) For purposes of this Section 1.c.iii.(B)(ii).(d), an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Deputy Public Health Director
- Office Administrators for the Director or Deputy Director

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- (3) The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- (4) If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- (5) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- (6) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed

expenditure in violation of this Agreement or law or any other applicable authority.

- (7) OHA rule does not authorize an expenditure that this Agreement prohibits.

(C) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.iii.(B)(i.) or (ii.), OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.iii.(C) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions Related to Parties Rights/Obligations With Respect to Underexpenditures and Misexpenditures.

- i. LPHA shall cooperate with OHA in the Agreement Settlement process.
- ii. OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- iii. If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and

obligations, or from implementing decisions resulting from those procedures 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. Representations and Warranties.

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

- i. **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- ii. **Due Authorization.** The making and performance by LPHA of this Agreement (1) have been duly authorized by all necessary action by LPHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.
- iii. **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- iv. **Services.** To the extent services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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

- c. OHA represents and warrants (subject to the limitations of Article XI, §7 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:
- i. **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by OHA of this Agreement (1) have been duly authorized by all necessary action by OHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
3. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
4. **Provider Contracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 5 of this Exhibit E, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

5. **Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
6. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Oregon Secretary of State's office, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with Office of Management and Budget (OMB) Circular A-87 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with OMB Circular A-122.
 - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client

information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

7. Alternative Formats and Translation of Written Materials, Interpreter Services. In connection with the delivery of Program Element services, LPHA shall:

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

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Program Element services and all Provider Contracts related to this Agreement.

8. Reporting Requirements. For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA, no later than the 25 days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 days following the end of the fourth quarter (or 12 month period) the following reports:

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

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

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

9. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Section 14 of this Exhibit E or (c) termination by LPHA, in accordance with Section 14 of this Exhibit E, of LPHA's obligation to include that Program Element in its public health program.
10. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
11. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
12. **LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
 - c. LPHA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy

Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets, or (iii) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

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

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made by OHA in connection herewith that are reasonably relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

14. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
 - i. For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - ii. Upon 45 days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - iii. Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as LPHA may specify in the notice; or

- iv. Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
 - i. For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - ii. Upon 45 days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements, immediately upon written notice to LPHA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - iii. Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - iv. Upon 30 days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - v. Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Provider to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or

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

15. Effect of Termination

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

- d. **Disbursement Limitations.** Notwithstanding subsections a. and b. above, under 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 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under Sections 17 and 18 below. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in Section 14 of this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
16. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
17. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination.** If, after termination of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it

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

18. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

19. Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

20. Purchase and Disposition of Equipment.

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

- i.** Network
- ii.** Personal Computer
- iii.** Printer/Plotter
- iv.** Server
- v.** Storage
- vi.** Software

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

- i.** description of the Equipment;
- ii.** serial number;
- iii.** where Equipment was purchased;

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

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

EXHIBIT F

STANDARD TERMS AND CONDITIONS

- 1. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 2. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claims") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. Except as provided in this Section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. THE PARTIES ACKNOWLEDGE THAT THIS IS A BINDING AND ENFORCEABLE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY WAIVE ANY DEFENSE ALLEGING THAT EITHER PARTY DOES NOT HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THIS AGREEMENT.**
- 3. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 4. Assignment of Agreement, Successors in Interest.**
 - a.** LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such

conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

- 5. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 6. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 7. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- 8. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 9. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
- 10. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other party as those terms are used in ORS 30.265 or otherwise.
- 11. **Limitation of Liabilities.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF**

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

12. Ownership of Intellectual Property.

- a. Definitions. As used in this section and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Provider in connection with the Program Element services. With respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 12.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 12.b.(1).
- c. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.
- d. LPHA shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

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

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

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

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

all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

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

EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions as may be amended from time to time, LPHA shall comply and, as indicated, require all Providers and subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

4. **Energy Efficiency.** LPHA shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that: no federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of the United States Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b. The LPHA shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.
 - c. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

- e. No part of any federal funds paid to LPHA under this Agreement shall be used to 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.
- f. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance. OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. LPHA shall determine if LPHA will have access to, or create any Protected Health Information (PHI) in the performance of any Work or other obligations under this Agreement. To the extent that LPHA will have access to, or create any PHI to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, LPHA shall comply and cause all Providers and sub-contractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

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

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

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

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

8. **Audits.**

- a. LPHA shall comply, and require all Providers to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited to, OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

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

10. **Drug-Free Workplace.** LPHA shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's

workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (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) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or Federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance

with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

13. ADA. LPHA shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

14. Agency-Based Voter Registration. If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

15. Disclosure.

- a. LPHA shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.

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

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

EXHIBIT H

REQUIRED PROVIDER CONTRACT PROVISIONS

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

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

- d. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

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

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

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

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

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

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

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

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

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

8. Required Provider Insurance Language.

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

- 9. Subcontracts.** Provider shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

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

EXHIBIT I

PROVIDER INSURANCE REQUIREMENTS

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

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA** ☐ **Not required by OHA.**

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

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

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

3. COMMERCIAL GENERAL LIABILITY

- ☒ Required by OHA ☐ Not required by OHA.

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

Bodily Injury, Death and Property Damage:

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

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

4. AUTOMOBILE LIABILITY INSURANCE

- ☒ Required by OHA ☐ Not required by OHA.

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

Bodily Injury, Death and Property Damage:

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

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

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

Agreement Number 142382



**State of Oregon
Intergovernmental 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 the Oregon Health Authority, hereinafter referred to as “**OHA**,” and

**Gilliam, Wasco, and Sherman Counties
Acting by and through the North Central Public Health District
419 East Seventh Street, Room 100
The Dalles, Oregon 97058
Attn: Teri Thalhofer
Telephone: 541-506-2614
Facsimile: 541-506-2601
E-mail address: terit@co.wasco.or.us**

hereinafter referred to as “**County**.”

Work to be performed under this Agreement relates principally to the OHA’s

**Public Health Division
Center for Prevention and Health Promotion, Maternal and Child Health
800 Northeast Oregon Street, Suite 825
Portland, Oregon 97232
Agreement Administrator: David V. Anderson (or delegate)
Telephone: 971-276-0412
Facsimile: 541-475-6298
E-mail address: david.v.anderson@state.ot.us**

RECITALS

WHEREAS, under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals and Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures;

WHEREAS, States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Service for the proper and efficient administration of the state Medicaid plan. The process applicable to claiming administrative costs is referred to herein as “Medicaid Administrative Claiming” or “MAC”;

WHEREAS, OHA and County intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic area(s) served by County;

WHEREAS, County agrees to provide Title XIX administrative activities, and OHA will reimburse County for the cost of performing these administrative activities in accordance with the terms of this Agreement;

WHEREAS, County will provide, through its own staff and through subcontracts, outreach, health care coordination, and other medical assistance related administrative activities that support OHA’s administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan”).

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 the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2013**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2018**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party 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:
 - i.** Exhibit A, Part 1:Statement of Work
 - ii.** Exhibit A, Part 2:Payment and Financial Reporting
 - iii.** Exhibit A, Part 3:Public Health MAC Time Study Activity Codes
 - iv.** Exhibit A, Part 4:Special Terms and Conditions
 - v.** Exhibit B:Standard Terms and Conditions
 - vi.** Exhibit C:Subcontractor Insurance Requirements
 - vii.** Exhibit D:Required Federal Terms and Conditions

There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

- 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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.
- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. **Consideration.** The maximum **Not To Exceed (NTE)** amount payable to County under this Agreement, which includes any allowable expenses, is **\$409,000.00**.

- a. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. County agrees to pay the state share of County’s claim for Medicaid Administrative Claiming provided under this Agreement, as specified in Exhibit A, Part 2, Payment and Financial Reporting, of this Agreement.
- c. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A, Part 2, Payment and Financial Reporting and payment as otherwise permitted by Medicaid.
- d. County certifies by its signature to this Agreement that for the purposes of 42 CFR § 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds. County further certifies by its signature to this Agreement that these funds will not be committed or earmarked for non-Medicaid activities, nor will they be contractually obligated for provision of health care services to the indigent or for any other non-Medicaid activity.

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:

☐ County is a sub-recipient; OR ☒ County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement is: N/A

5. County Data and Certification.

- a.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385.

County Name (exactly as filed with the IRS):

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Fax: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by OHA or OHA designee.

- b.** Certification. The County 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 County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County 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. County 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 County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- i. Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - ii. The information shown in this Section 5., County Data and Certification , is County's true, accurate and correct information;
 - iii. To the best of the undersigned's knowledge, County 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;
 - iv. County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - v. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - vi. County is not subject to backup withholding because:
 - (1.) County is exempt from backup withholding;
 - (2.) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3.) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

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.

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY
STATE APPROVALS**

6. Signatures.

**Gilliam, Wasco, and Sherman Counties acting by and through the North Central Public Health
District**

By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Oregon Health Authority (OHA)

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Reviewed and approved by Senior AAG Jeffrey J. Wahl on June 5, 2013. A copy of the emailed approval is on file at Office of Contracts and Procurement.

OHA, Public Health Division (Program Office Review)

Reviewed by David V. Anderson, MCH Programs on May 28, 2013.

Office of Contracts and Procurement (OCP Review):

Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date
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EXHIBIT A

Part 1 Statement of Work

Background. Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures. States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Service for proper and efficient administration of the state Medicaid plan. The process applicable to claiming administrative costs is referred to herein as “Medicaid Administrative Claiming” or “MAC.”

OHA and County intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic area(s) served by the County. Under the Agreement, County will perform Title XIX administrative activities, and OHA will reimburse County for the cost of performing these administrative activities. County will provide, through its own staff and through subcontracts, outreach, health care coordination, and other medical assistance related administrative activities that support OHA’s administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan”).

- 1. Statement of Work.** County shall directly, and through subcontracts approved by OHA, provide to Medicaid-eligible clients allowable Title XIX administrative activities as follows: (a) Outreach and Application Assistance for the Medicaid Program; (b) Referral, Coordination, Monitoring, and Training of Medicaid Services; (c) Medicaid/Oregon Health Plan (“OHP”) transportation and translation; and (d) System Coordination Related to Medicaid Services, (collectively, the “Work”), which are further defined in Exhibit A, attached and hereby incorporated by reference as part of this Agreement.

- a. County Responsibilities.** County shall:

- i.** Utilize the specific Time Study Activity Codes as set forth in Exhibit A, Part 3, Public Health MAC Time Study Activity Codes, approved by OHA and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid (“CMS”) to document all time spent on all activities listed in Exhibit A and to claim all costs under this Agreement for allowable Medicaid administrative activities. Specifically, County shall use the Activity Codes to document total time spent on all activities listed in Exhibit A, Part 3 (“Documented Time”) throughout four (4) specifically identified days per claiming quarter (“Survey Days”). OHA shall randomly select the Survey Days and notify County in advance of the Survey Days selected.
 - ii.** Provide training to its employees and subcontractors on the implementation of the Time Study and Activity Codes to ensure County’s employees and subcontractors make claims only for allowable Medicaid administrative activities (“Claimable Time”) denoted by documentation of those Activity Codes contributing to Claimable Time which will be a subset of the Documented Time.

iii. Submit all MAC information to the Multnomah Education Service District (“MESD”) for MESD’s preparation of claiming information documents and subsequent MAC claims to OHA. In accordance with its agreement with OHA, MESD will post on a secure Internet site quarterly claiming information for County’s review and approval. Steps in the approval process shall be as follows:

- (a.) Within one week of posting by MESD of a County’s claim, OHA shall send an electronic invoice to a designated contact at County for State match portion of Medicaid funds, more specifically described in Exhibit A, Part 2. County shall have one week from the date it receives the invoice to review and notify the OHA Agreement Administrator in writing of its disapproval—if any—of the document. At the time County disapproves a quarterly claiming information document, County must provide corrected information to OHA Agreement Administrator. County shall send such notices to OHA Agreement Administrator at the address indicated on Page 1 of this Agreement.
- (b.) If the County’s portion of Claimable Time (i.e. time spent on activities for which MAC allows reimbursement as indicated by specific Activity Codes listed in Exhibit A, Part 3) out of total Documented Time throughout the Survey Days is equal to or greater than fifty percent (50%), County shall provide OHA with an acceptable explanation for the high percentage of Claimable Time to Total Documented Time.
- (c.) If the explanation required in section (b.) above is acceptable to OHA and remains the same over time even through County’s total Claimable Time throughout the Survey Days continues to be equal to or greater than fifty percent (50%) of the total Documented Time County spends on all activities throughout the Survey Days, then upon approval by OHA, County shall maintain supporting documentation and will not be required to provide an explanation to OHA unless circumstances supporting the explanation change significantly. In that case County shall submit acceptable documentation prior to payment. OHA reserves the right to request at any time documentation concerning County’s Documented Time and an explanation for that documentation.

Notwithstanding that actual percentage of total Claimable Time throughout the Survey Days, County shall document and maintain in its records an explanation of Claimable Time for any individual that is equal to or exceeds fifty percent (50%) of that individual’s Total Documented Time throughout the Survey Days. Such documentation does not have to be provided as part of the quarterly claiming process but must be made available to OHA upon request.

- (d.) County shall signify its approval of the claim by signing and dating the invoice, and sending it—with enclosed payment of the 50% match as described in Exhibit A, Part 2, Payment and Financial Reporting of this Agreement, to the address specified on the invoice.

- iv.** Be responsible for creating its own claiming information documents and MAC claims and submit its MAC claims to OHA, should the agreement between OHA and MESD expire or terminate prior to the expiration or termination of this Agreement, and MESD's web-based time study tool for preparing County's claiming information documents and MAC claims be unavailable.
- v.** Provide MESD with County's actual and current cost pool data, including the total number of staff in the cost pool, and Medicaid eligible percentage for the claimed quarter, within 30 days after the end of each quarterly claiming period. Cost pool data includes: the name, title, job description, salary, benefits, and other personnel expenses for each individual employee and subcontractor ("Cost Pool Member(s)"), including each employee of subcontractor; and the percentage of time each employee and subcontractor, including each employee of subcontractor, spends on the coded activities listed in Exhibit A, Part 3.
- vi.** Ensure that all MAC claims for the Work are in accordance with requirements applicable to MAC claims in OMB Circular A-87 and the State Medicaid Plan, which are incorporated herein by this reference. The Work for which County claims reimbursement must be directly related to the administration of the State Medicaid Plan for FFP to be available.
- vii.** Obtain OHA's prior written approval of any subcontracts proposed by County for the purpose of carrying out the Work under this Agreement. County shall provide OHA with signed copies of the subcontracts executed for this purpose.
- viii.** Monitor subcontracts to ensure that the Medicaid administrative activities and costs being tracked and billed to County by subcontractors are allowable and related to the purpose of this Agreement.
- ix.** Monitor compliance with the requirements of this Agreement and maintain all records that support the quarterly claiming information documents and MAC claims for the Work performed, including but not limited to: position details, Time Study results, and salary and benefit information pertaining to relevant cost pool members, to include clear identification of federal portions of salary and benefits and the process by which those federal funds are removed from cost pool information prior to the information's submittal to MESD. As specified by OHA, other information applicable to the Work provided under this Agreement may be required in order for OHA to approve a claim.
- x.** Upon request from OHA, the Oregon Department of Justice, Medicaid Fraud Unit, the Secretary of State's Office, or the federal government, make available all records that support the quarterly MAC claims to OHA for Work performed.
- xi.** Assure that Medicaid eligible children and families receiving assistance under this Agreement are free to accept or reject Medicaid services and are free to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.

- xii.** Pay OHA for the State match portion of Medicaid funds for MAC claims submitted to OHA, and the OHA intergovernmental charge, as more specifically described in Part IV.
 - xiii.** Use the OHA-provided Medicaid-eligible percentage for County in its cost calculations unless another statistically based calculation has been approved by OHA.
- b.** OHA responsibilities. OHA will:
- i.** In accordance with Exhibit A, Part 2, Payment and Financial Reporting, of this Agreement, upon receipt of a signed invoice and payment from County of the state match in accordance with its approval of the claiming information produced by MESD, submit the resulting MAC claim to the federal government for payment.
 - ii.** Within 30 days of receipt of the County's match, pay the County's claim for the quarter.
 - iii.** Provide technical assistance and training to County, its employees, all County subcontractors and County subcontractors' employees on the use of MESD's web-based Time Study tool and Activity Codes, and all other processes and claiming information documents necessary for County's MAC claims.
 - iv.** Provide assistance to County in the identification of Medicaid administrative activities eligible for reimbursement under this Agreement and reimburse County as described in Exhibit A, Part 2, Payment and Financial Reporting, of this Agreement.

EXHIBIT A

Part 2

Payment and Financial Reporting

- 1. Summary of Medicaid Payment Methodology.** Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. The State share for Medicaid administrative activities County will provide under this Agreement is 50% (fifty percent) of the total allowable costs attributable to Medicaid administrative activities. County shall, on a quarterly basis, pay to OHA, through an Intergovernmental Transfer (IGT) that is in accordance with section 1903(w)(7)(G) of the Act, 50% (fifty percent) of the total allowable costs of providing Medicaid administrative activities, which represents the State match portion of the Medicaid expenditures.

The State match funds County transfers to OHA shall be public funds that are not federal funds, or shall be federal funds authorized by federal law to be used to match other federal funds. Within 30 days of receipt of County's payment, OHA shall then pay County the total allowable costs of providing Medicaid administrative activities in arrears on a quarterly basis. OHA shall claim the FFP amount from CMS.

Allowable administrative Medicaid costs are separate from any other direct Medicaid or other services that may be provided by County pursuant to separate Medicaid funding agreements or authorizations. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall County be reimbursed more than the actual cost of the activities claimed by County under this Agreement

- 2. Payment Provisions.**

- a.** OHA will only pay for Work performed and documented in accordance with Exhibit A, Part 1, Statement of Work, of this Agreement.
- b.** For purposes of this Agreement, all MAC claims submitted to OHA by MESD are deemed to be submitted by County. County shall submit MAC claims for Medicaid allowable administrative activities only. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid. In addition, Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral to, coordination of, planning of, or screening for services that are provided free to the general population would not be considered as Medicaid administration.

- c. County shall submit to MESD quarterly, in arrears, all cost pool data, utilizing the MESD web-based time study tool, for the Medicaid administrative costs claimed under this Agreement.
- d. County shall pay by IGT to OHA quarterly upon invoice from OHA for:
 - i. The State match portion which is equal to 50% (fifty percent) of the amount claimed by County and accepted by OHA for the total allowable Medicaid administrative costs; and
 - ii. An OHA quarterly intergovernmental charge of \$20.00 per Cost Pool Member.
- e. OHA will reimburse County in arrears on a quarterly basis for the total allowable costs of providing Medicaid administrative activities.
- f. County shall be financially responsible for the final amount of any claim for services provided under this Agreement that CMS or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by County unallowable, OHA shall provide County written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, County shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that County wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to County under this Agreement, or any payment to County from OHA under any other contract or agreement between County and OHA, present or future.

EXHIBIT A

Part 3

Public Health MAC Time Study Activity Codes

- A1: Outreach and Application Assistance for the Medicaid Program** means: Interviews, group meetings, phone contacts or home visits that inform Medicaid eligible and potentially Medicaid eligible individuals and their families about the benefits and availability of services provided by the Medicaid program. Additionally informing individuals and their families on how to access, use and maintain participation in all health care resources (i.e. Medicaid, Early Periodic Screening and Diagnostic Testing, etc), creating and/or disseminating materials to inform children and families about Medicaid and assisting them to make application for Medicaid eligibility (i.e. collecting information for the Medicaid application, helping to complete necessary forms for the Medicaid application, and updating of forms as necessary if a child or family's circumstances change), related staff travel and paperwork.
- A2: Outreach and Application Assistance for Non-Medicaid Programs** means: Activities that assist the patient/client in gaining access to non-Medicaid services, effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women's Infant and Children Program ("WIC"), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Activities that assist the client in applying for these services, including form preparation, related staff travel and paperwork.
- B1: Referral, Coordination, Monitoring, and Training of Medicaid Services** means: Making referrals for and coordinating the delivery of diagnostic and preventive service and treatment for health, vision, dental, developmental, mental health, substance abuse and other Medicaid services. Includes staffing to coordinate Medicaid case plan services (participation in multidisciplinary team meetings, conferencing on health, developmental issues, consultations), gathering background information and supportive information, such as medical histories, writing case plans, or summaries and preparing and/or presenting materials for case review, arranging for health services and coordinating services (i.e. psychological counseling, health, substance abuse counseling and consultation, inpatient services), related staff travel and paperwork.
- B2: Referral, Coordination, Monitoring, and Training of Non-Medicaid Services** means: Making referrals for and coordinating the delivery of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services) arranging transportation for these services and related staff travel and paperwork.
- C1: Medicaid/OHP transportation and translation** means: Assisting an individual to obtain transportation to services covered by OHP, arranging for or providing translation services to facilitate access to OHP services. Include related paperwork, clerical activities or staff travel required to perform these activities.

- C2:** **Non-Medicaid/OHP transportation and translation** means: Assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities
- D1:** **System Coordination Related to Medicaid Services** means: Working internally and with other agencies to improve Medicaid health services, identify gaps in services, expand health and medical services; and improve capacity to engage in medical assistance services and to expand access and linkage to medical and health services and their utilization by medical assistance target populations, gathering information about the target population to improve early identification of health and developmental problems; related staff travel and paperwork
- D2:** **System Coordination Related to Non-Medicaid Services** means: Working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid activities, expand access and linkage to non-Medicaid services, their utilization by target populations; related staff travel and paperwork
- E:** **Direct Health Care Services** means: Providing direct health care services to a patient, such as well baby checkups, immunizations, disease management, counseling, and including medical case management or other activities that are an integral part or extension of a patient's visit. Included is all related paperwork, clerical activities, staff time, or travel required performing these services
- F:** **Other Work Activities** means: All other paid work activities that do not fall under one of the above categories. Time off for vacation, sick leave, family leave, holidays, jury duty, paid lunchtime, comp time, and any other time away from work if the time is paid. Such activities may include payroll, maintaining inventories, developing budgets, general supervision, etc. All related paperwork, clerical activities, or staff travel would also be included.

EXHIBIT A

Part 4

Special Terms and Conditions

1. Confidentiality of Client Information.

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

2. Amendments.

- a.** OHA reserves the right to amend payment rates any throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** OHA further reserves the right to amend the Statement of Work for the following:
 - i.** Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - ii.** Implement additional phases of the Work; or
 - iii.** As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

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 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 Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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 County and OHA, 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.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

 - i.** Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii.** Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (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 County'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 County is a party or by which County 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 County of this Agreement.

- iii.** Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- iv.** County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- v.** County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- vi.** County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- i.** Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- ii.** Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (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.
- iii.** Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. 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. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, 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 Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall 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 payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. Compliance with Law.** Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

8. Ownership of Intellectual Property.

- a.** Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i.** "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - ii.** "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.ii. on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.ii..
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that the OHA or the United States own the intellectual property, then County 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 County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- g.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- h.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- i. County (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
- j. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. 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 relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

- a. County Termination. County may terminate this Agreement:
 - i. For its convenience, upon at least 30 days advance written notice to OHA;
 - ii. Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

- iii. Upon 30 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 day period or such longer period, if any, as County may specify in the notice; or
 - iv. Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OHA Termination. OHA may terminate this Agreement:
- i. For its convenience, upon at least 30 days advance written notice to County;
 - ii. Upon 45 days advance written notice to County, 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, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - iii. Immediately upon written notice to County 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 payment from the funding source it had planned to use;
 - iv. Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - v. Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
 - vi. Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

- a. Entire Agreement.
 - i. Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
 - ii. Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. 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.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon 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. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. Information Privacy/Security/Access. If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County 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.

17. **Force Majeure.** Neither OHA nor County 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 County, 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.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County 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 the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County'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.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **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.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **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 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 St NE, Room 306
 Salem, OR 97301
 Telephone: 503-945-5818
 Facsimile Number: 503-378-4324
- County: As set forth on Page 1 of this Agreement
26. **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.
27. **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.

28. **Waiver.** 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.
29. **Construction.** *[Reserved]*
30. **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 County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or

expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County'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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- 32. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination. If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. County 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 CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County 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 OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 County permit a contractor to work under a Subcontract when the County 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 whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. **Professional Liability.**
☐ Required by OHA ☒ Not required by OHA
3. **Commercial General Liability.**
☐ Required by OHA ☒ Not required by OHA
4. **Automobile Liability Insurance.**
☐ Required by OHA ☒ Not required by OHA
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 contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months

following the later of: (i) the contractor's completion and County 's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor 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 contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor 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 contractor or its insurer must provide 30 days' written notice to County 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.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County 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 County, 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.** County 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 Work. Without limiting the generality of the foregoing, County 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 law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County 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 County 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. County 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.** County 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 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County 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 County 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 County 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. HIPAA Compliance. OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, County shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 et. seq., or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.
- b.** Data Transactions Systems. If County 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, County shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.

- c. **Consultation and Testing.** If County reasonably believes that the County'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, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

- 7. **Resource Conservation and Recovery.** County 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.

8. **Audits.**

- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

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

- 10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County 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 County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County 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, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon

employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County'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 County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County'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.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any

falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

13. Agency-based Voter Registration. If applicable, County 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.
- 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. County shall make the disclosures required by this Section 14. 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.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work 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 County agrees that it has been provided the following notice:

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:

- a. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
- b. Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.

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.”

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 agreement under a grant or subgrant.

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 # 141998

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

This Oregon Health Authority 2013-2015 Intergovernmental Agreement for the provision of Environmental Health Services (the “**Agreement**”) is between the State of Oregon acting by and through its Oregon Health Authority (“**OHA**”) and North Central Public Health District, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority (“**LPHA**”).

RECITALS

WHEREAS, ORS 431.375 authorizes OHA and the 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, 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, OHA is authorized and bears the responsibility to establish standards under which LPHAs will provide Environmental Health Services to facilities licensed under ORS Chapter 624, ORS Chapter 448 and ORS Chapter 446;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 delegates authority to LPHA to administer OHA’s rules and policies relating to activities such as the fee collection, licensing, Inspection, enforcement of civil penalties, and issuance and revocation of permits and certificates that govern the operation of Environmental Health services;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 shall assess a remittance from LPHA to OHA for administering Environmental Health Services;

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 the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2013**, whichever date is later. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2015**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by LPHA that has not been cured.

2. AGREEMENT DOCUMENTS

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

Exhibit A, Part 1Definitions
Exhibit A, Part 2Statement of Work
Exhibit A, Part 3Payment and Financial Reporting
Exhibit BStandard Terms and Conditions
Exhibit CSubcontractor Insurance Requirements
Exhibit DRequired Subcontractor Provisions

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

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: (a) this Agreement without Exhibits, (b) Exhibit A (c) Exhibit B, (d) Exhibit C, and (e) Exhibit D.

3. 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 LPHA is a VENDOR. (CFDA#'s do not apply in this instance.)

4. LPHA DATA AND CERTIFICATION

- a. **LPHA Tax Identification and Insurance Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Note: If LPHA is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, LPHA may so indicate by writing "Self-Insured" on the appropriate line(s).

Name (exactly as filed with the IRS) _____

Address, City, State & ZIP _____

E-mail address: _____

Telephone: () _____ - _____ Facsimile: () _____ - _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers Compensation Insurance Company _____

Policy # _____ Expiration Date: _____

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

- b. **Certification.** The LPHA 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 LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of LPHA and that LPHA is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317,

318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5, LPHA Data and Certification, is LPHA's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, LPHA 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;
 - (4) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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

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

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY:

By: _____
Name: _____
Title: Deputy Public Health Director
Date: _____

NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

By: Exempt per OAR 137-045-0030 (1) (a)

REVIEWED:

OREGON HEALTH AUTHORITY, PUBLIC HEALTH DIVISION

By: _____
Name: Eric A. Pippert
Title: Program Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: _____
Title: Contract Specialist
Date: _____

2013-15 INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

EXHIBIT A Part 1

Definitions

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases may be defined elsewhere in the Agreement in relation to a specific topic or context. When a word or phrase is defined elsewhere in this Agreement, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the specific subject area or context in which it is defined.

1. **"Administrative Costs"** means those costs that are over the direct costs of providing delegated program services. These include actual departmental, agency or central government charges such as, but not limited to, accounting, purchasing, human resources, data management, legal council and central mail functions.
2. **"Administrator"** means the Assistant Director for Public Health of the Oregon Health Authority, or an authorized representative.
3. **"Bed and Breakfast Facility"** means any establishment located in a structure designed for a single family residence and structures appurtenant thereto, regardless of whether the owner or operator of the establishment resides in any of the structures, that:
 - a. Has more than two rooms for rent on a daily basis to the public; and
 - b. Offers a breakfast meal as part of the cost of the room.
4. **"Commissary"** means Commissary catering establishment, Restaurant or any other place in which food, beverage, ingredients, containers or supplies are kept, handled, prepared or stored, and from which Vending Machines or Mobile Units are serviced.
5. **"Complete Inspection"** means the evaluation of a licensed establishment or facility conducted at the election of the Local Public Health Authority for compliance with all applicable regulations.
6. **"Construction Inspection"** means a pre-operational inspection conducted after plan review and prior to operation of a new, remodeled, converted, renovated or altered establishment or facility to determine if the facility meets the requirements of the statutes and rules.
7. **"Consultation Services Remittance"** means the biennial assessment of the Authority for consultation services and maintenance of the Foodborne Illness Prevention, Public Swimming Pool and Tourist Facility Programs.

8. **“Core Item”** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, that is not designated as a priority item or a priority foundation item. Core item includes an item that usually relates to general sanitation, operational controls, sanitation standard operating procedures (SSOPs), facilities or structures, equipment design, or general maintenance.
9. **"Delegated Program Services"** means those services for which OHA has entered into an Intergovernmental Agreement under ORS Chapters 624 with LPHA, and for which LPHA received delegation to provide Agreement services pursuant to ORS 448 or 446.
10. **"Direct Costs"** mean those costs for salaries and benefits of field and support staff and their associated costs including, but not limited to, rent, vehicles and travel, equipment, data management, training, phone, office supplies and the pro-rated portion of Direct Costs relating to supervision.
11. **"Environmental Health Services"** means the licensing, Inspection and enforcement functions of the Foodborne Illness Prevention, Public Swimming Pool and Tourist Accommodation programs identified in ORS 624, 448 and 446.
12. **"Field Staff"** means an Environmental Health Specialist registered by the State of Oregon as required by ORS 700 and qualified to perform Environmental Health Services.
13. **"Fiscal Audit"** means a comprehensive audit using standard audit procedures of the financial records of the LPHA related to licenses and fees.
14. **"Foodborne Illness Prevention Program (or FIPP)"** means a program within OHA that works in partnership with local health Departments, the food service industry, and the public to reduce or eliminate the known causes of foodborne illness in Restaurants and Temporary Restaurants.
15. **“Food Service Standardization Officer”** is a lead food inspector who is responsible for ensuring other food inspection personnel within the LPHA meet the standardization requirements set forth in OAR 333, Division 12.
16. **"Inspection"** means the evaluation of a licensed Facility to evaluate compliance with statutory and rule requirements that is not a Complete Inspection or a Recheck Inspection.

17. **"Licensed Establishment" or "Facility"** means those establishments or facilities licensed in accordance with ORS 624.020 and 624.320, including but not limited to a Restaurant, a Vending Machine, Warehouse, Commissary or Mobile Unit. A Licensed Establishment or Facility is an establishment where food or drink is prepared for consumption by the public or any establishment where the public obtains food or drink so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments that prepare food or drink in consumable form for service outside the premises where prepared.
18. **"Local Public Health Authority" or "LPHA"** means county governments or health districts established under ORS 431.414 that are responsible for management of local public health services.
19. **"Mobile Unit"** means any vehicle on which food is prepared, processed or converted or which is used in selling and dispensing food to the ultimate consumer.
20. **"Organizational Camp"** includes any area designated by the person establishing, operating, managing or maintaining the same for recreational use by groups or organizations that include but are not limited to youth camps, scout camps, summer camps, day camps, nature camps, survival camps, athletic camps, camps that are operated and maintained under the guidance, supervision or auspices of religious, public and private educational systems and community service organizations.
21. **"Picnic Park"** means any Recreation Park that is for day use only and provides no recreation vehicle or overnight camping spaces.
22. **"Pre-Operational Inspections"** means those new facilities, such as Restaurants, commissaries, and Mobile Units, for which an Inspection conducted before the food service operation is issued a license to operate.
23. **"Priority item"** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard. Priority item includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, and handwashing. Priority item is an item that is denoted in this code with a superscript P^P; and is an item that carries a weight of five points on the Food Service Inspection Report or Inspectional Guide and is considered a critical violation as referenced in ORS chapter 624.
24. **"Priority foundation item"** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, whose application supports, facilitates or enables one or more priority items. Priority foundation item includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness

or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling. Priority foundation item” is an item that is denoted in this code with a superscript Pf-^{Pf} is an item that carries a weight of three points on the food service inspection report and is considered a critical violation as referenced in ORS chapter 624.

25. **“Public Spa Pool”** means a Public Swimming Pool or wading pool designed primarily to direct water or air-enriched water under pressure onto the bather’s body with the intent of producing a relaxing or therapeutic effect.
26. **“Public Swimming Pool”** means an artificial structure, and its appurtenances, that contains water more than two feet deep, is expressly designated or used with the knowledge and consent of the owner or operator for swimming or recreational bathing, and is for the use of any segment of the public. Public Swimming Pool includes, but is not limited to, swimming pools owned or operated by:
- (a) Travelers’ Accommodations;
 - (b) Recreation Parks;
 - (c) Colleges;
 - (d) Schools;
 - (e) Organizational camps as defined in ORS 446.310;
 - (f) Clubs;
 - (g) Associations;
 - (h) Business establishments for their patrons or employees;
 - (i) Private persons and that are open to the public;
 - (j) Recreation districts;
 - (k) Municipalities;
 - (l) Counties; or
 - (m) State agencies.
27. **“Public Wading Pool”** means an artificial structure, and its appurtenances, that contains water less than two feet deep, is expressly designated or used with the knowledge and consent of the owner or operator for wading or recreational bathing, and is for the use of any segment of the public, whether limited to patrons of a companion Facility or not.
28. **"Recheck Inspection"** means an Inspection to determine whether specified corrections have been made or alternative procedures maintained for violations identified in previous Inspections. In food service establishments, a Recheck Inspection also means an Inspection to determine whether specific corrections have been maintained for priority and priority foundation violations creating a significantly increased risk for foodborne illness. Recheck Inspections may be conducted either on pre-announced dates or unannounced.
29. **“Recreation Park”** means any area designated by the person establishing, operating, managing or maintaining the same for picnicking, overnight camping or use of recreational vehicles by the general public or any segment of the public. Recreation Park

includes but is not limited to areas open to use free of charge or through payment of a tax or fee or by virtue of rental, lease, license, membership, association or common ownership and further includes, but is not limited to, those areas divided into two or more lots, parcels, units or other interests for purposes of such use.

30. **"Restaurant"** includes any establishment where food or drink is prepared for consumption by the public or any establishment where the public obtains food or drink so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments that prepare food or drink in consumable form for service outside the premises where prepared, but does not include railroad dining cars, bed and breakfast facilities or Temporary Restaurants as defined herein.
31. **Risk Control Plan (RCP)** is a mutually agreed upon written plan (between the Local Public Health Authority and the management of the food establishment) that describes a management system for control of foodborne disease risk factors. The plan delineates necessary records, responsible personnel, what needs to be controlled, and how it will be controlled.
32. **"Temporary Restaurant":**
- a. **"Intermittent temporary restaurant"** means an establishment:
 - (1) That operates temporarily at a specific location in connection with multiple public gatherings, entertainment events, food product promotions or other events, at least two of which are arranged for by different oversight organizations; and
 - (2) Where food is prepared or served for consumption by the public.
 - b. **"Seasonal temporary restaurant"** means an establishment:
 - (1) That operates at a specific location in connection with multiple public gatherings, entertainment events, food product promotions or other events that are arranged for by the same oversight organization; and
 - (2) Where food is prepared or served for consumption by the public.
 - c. **"Single-event temporary restaurant"** means an establishment:
 - (1) That operates in connection with a single public gathering, entertainment event, food product promotion or other event; and
 - (2) Where food is prepared or served for consumption by the public.
33. **"Tourist Facility"** means any Travelers' Accommodation, hostel, Picnic Park, Recreation Park and Organizational Camp.
34. **"Travelers' Accommodation"** includes any establishment, which is not a hostel, having rooms, apartments or sleeping facilities rented or kept for rent on a daily or weekly basis to travelers or transients for a charge or fee paid or to be paid for rental or use of facilities.

35. **"Vending Machine"** means any self-service device offered for public use which, upon insertion of a coin, coins, currency or token, or by other means, dispenses unit servings of food or beverage, either in bulk or package, without the necessity of replenishing the device between each vending operation.
36. **"Warehouse"** means any place where food, utensils, single-service articles, cleaning or servicing supplies for Vending Machines, Mobile Units or commissaries are stored.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A
Part 2**

LPHA Statement of Work

LPHA shall perform the work, hereinafter "the Work", of this Agreement in accordance with the following operational requirements and standards and required tasks and activities:

1. Staffing and Training.

a. LPHA shall:

- (1) Provide the staff, facilities, materials, and equipment necessary to perform the Environmental Health Services required by this Agreement.
- (2) Ensure that Inspections are conducted by Field Staff who are registered as required by ORS Chapter 700 et seq.
- (3) Require at least one Environmental Health Specialist engaged in the FIPP, Tourist Facility and Public Swimming Pool programs to attend annual OHA sponsored or approved training in all three program areas.
- (4) Within one year of hiring, send all Environmental Health Specialists to an orientation provided by OHA. This requirement does not apply to staff that have previously attended the training while employed in another jurisdiction.
- (5) Ensure that Environmental Health Specialists are certified within 18 months of employment or within 18 months after becoming registered as an Environmental Health Specialist unless the LPHA elects to develop a plan for addressing this requirement and submits it to OHA for approval.
- (6) Ensure that the annual work hours available for a dedicated full time equivalent (FTE) for Field Staff in the Environmental Health Services program is based on a 40 hour week, and totals at least 1640 hours per annum, of which no more than twenty-five percent (25%) of this total per annum amount of hours is allocated for office and administrative duties and consultation, and of which seventy-five percent (75%) is for field Inspection activities.
- (7) Observe the following standards, which are established to reflect the levels of effort and resources required to conduct the delegated activities and functions pursuant to the applicable sections of ORS 624, 448 and 446:

- (a) Utilize the staffing standards established in 1.a. (6) of this Exhibit A, Part 2 to determine LPHA budget for field Inspection activities.
 - (b) Limit Administrative Costs for the Environmental Health Services program to fifteen percent (15%) of Direct Costs for the Environmental Health Services program.
 - (c) Staffing for the Environmental Health Services program shall not exceed a ratio of .35 FTE for clerical support staff and .25 FTE for supervisory staff relative to the FTE ratio established for LPHA Field Staff.
 - (d) LPHA shall not claim expenditures for services and supplies for administering the Environmental Health Services program that exceed a ratio of .25 of personnel salary for direct program costs.
- b.** For the FIPP Program, the LPHA shall ensure that at least one Environmental Health Specialist is employed by LPHA, or providing FIPP services under sub-contract with LPHA, who has a current certification from OHA as a Food Service Standardization Officer.
- c.** For the Public Swimming Pool Program the LPHA shall ensure that:
 - (1) Inspections are conducted by staff registered as required by ORS Chapter 700.
 - (2) At least one Environmental Health Specialist on staff or through contract must successfully complete a National Swimming Pool Foundation (NSPF) Certified Pool Operator course or equivalent approved by OHA within 24 months of employment. OHA may waive this requirement upon request.
- d.** Notwithstanding the time limits specified in paragraph 1.a. (4) the LPHA may elect to develop a training plan, subject to approval by OHA that allows for a longer time limit to comply with the certification requirement.
- e.** Notwithstanding the administrative standards outlined in 1.a. (6), LPHA may determine staffing standards and actual costs of providing FIPP program services. In instances for which LPHA decides to determine its actual costs, LPHA must document and report to OHA actual time spent and expenses incurred. OHA, at its sole discretion, will conduct a Fiscal Audit of the costs of providing FIPP services claimed by LPHA.

2. Inspections.

a. FIPP Program.

- (1) LPHA shall conduct a minimum of one Complete Inspection once each six months of operation, or fraction thereof in instances in which the Facility receiving Inspection is a seasonal or other Facility that does not operate on a full-year basis, for each Licensed Establishment, with the exception of bed and breakfast facilities and Temporary Restaurants. LPHA shall evaluate at least ten percent (10%) of the Vending Machines of each licensed Vending Machine operator during each Inspection
- (2) LPHA shall ensure that average standards, relative to the size of the Licensed Establishment or Facility under Inspection, for completing Inspection functions by Field Staff, including travel time, are established as follows:
 - (a) 0-15 seats, one and one half hours.
 - (b) 16-50 seats, one and three quarter hours.
 - (c) 51-150 seats, two hours.
 - (d) Over 150 seats, two and one half hours.
- (3) Single-event, Seasonal and Intermittent temporary restaurants must receive a minimum of one Inspection during operation for each license issued;
- (4) Benevolent Single-event temporary restaurants may receive an Inspection or a consultation in lieu of an Inspection, as determined by the Local Public Health Authority.
- (5) Bed and Breakfast Facilities must be inspected once per year;
- (6) LPHA may, subject to OHA approval, substitute an alternative Inspection procedure or intervention once per year in place of a Complete Inspection.
- (7) LPHA shall implement an increased Inspection schedule for Licensed Establishments or facilities in accordance with OAR 333-157-0027. LPHA may, conduct two of the quarterly Inspections based upon a menu review consultation, an announced Inspection, a Risk Control Plan or other method sanctioned by OHA.
- (8) LPHA shall conduct a Pre-Operational or construction Inspection following review of the operational plan of a particular Licensed

Establishment or Facility, and shall conduct a pre-operational or construction Inspection prior to the operation of a new, remodeled, converted, renovated or altered establishment or Facility. The pre-operational Inspection is in addition to the requirement for a Complete Inspection in section 2.a. (1) of this Exhibit A, Part 2.

- (9) LPHA shall conduct a Complete Inspection to assign a public notice of sanitation within forty-five (45) days after opening for a Restaurant or Bed and Breakfast Facility. This Inspection counts toward one of the Inspections required in section 2.a. (1) of this Exhibit A, Part 2.
- (10) LPHA shall conduct Recheck Inspections of Licensed Establishments and facilities to determine if timely corrective action has been taken on noted priority and priority foundation violations or public health hazards.
- (11) LPHA shall, at a minimum, furnish each FIPP Specialist with the following equipment or materials to conduct Inspections:
 - (a) Temperature measuring devices, flashlight, Inspection forms and/or computer Inspection equipment, identification and business cards, rules, stickers and forms;
 - (b) Food Service - Sanitizing swabs, test strips for chlorine and quaternary ammonium;
 - (c) Food and waterborne illness investigation materials, specified in guidelines provided by OHA, and a light meter.
- (12) For purposes of establishing program budget and staffing, LPHA shall assume an average Recheck Inspection rate of forty percent (40%) of the total number of Inspections conducted by the LPHA. A priority and priority foundation recheck inspection shall require an average of 45 minutes, including travel time.

b. Public Swimming Pool Program.

- (1) All licensed pools and spas must receive a minimum of one Complete Inspection for every six months of operation or fraction thereof.
- (2) Inspectors shall document pH, free residual chlorine, total chlorine, total alkalinity, total hardness, cyanuric acid (if used), water clarity (recorded as acceptable or unacceptable), water temperature, pressure and/or vacuum gauge readings and flow rate as measured by flow meter.

- (3) The LPHA shall provide inspectors with a state-approved pool test kit and a 25-foot tape measure or equivalent device with the ability to accurately measure distance and depth.

c. Tourist Accommodation Program.

- (1) LPHA shall conduct a minimum of one Complete Inspection once each six months of operation, or fraction thereof in instances in which the Facility receiving Inspection is a seasonal or other Facility that does not operate on a full-year basis, for each Recreation Park and Organizational Camp.
- (2) Travelers' Accommodations and Hostels must be inspected on a schedule in accordance with local public health priorities and with consideration of the following criteria:
 - (a) Complaints received from a guest at a particular Facility;
 - (b) A history of rule violations;
 - (c) A request for Inspection or consultation from a licensee;
 - (d) Reports of illness or accidents associated with the Facility;
 - (e) Change of owner or operator;
 - (f) The Facility's method of sewage disposal, source of water and availability of local fire protection services;
 - (g) Length of time since the last Inspection of the Facility;
- (3) OHA recommends a minimum of one Inspection every two years for Travelers' Accommodations and hostels.

d. LPHA shall ensure that Inspection reports are filled out completely and include at least the following information:

- (1) Specific problem and correction statements for all violations including Oregon Administrative Rule references.
- (2) Time limits for making corrections to violations, unless the violation:
 - (a) Is in the food service program; or
 - (b) Is a Core violation and not directly linked to an imminent threat to health.
- (3) For the FIPP program Inspections must be documented as specified in OAR 333-157-0000. In addition, the LPHA shall indicate on the Inspection report the means and manner by which a priority and priority foundation violation has been corrected during Complete and Recheck Inspections.

- 3. Food Handler Training.** LPHA shall assure that a food handler training program for food handlers is available in accordance with ORS 624.570 using minimum criteria developed by OHA. The LPHA shall provide a food handler training program if one is otherwise not available in its county. A LPHA may deviate from the minimum criteria developed by OHA if such deviation is pre-approved by OHA. The LPHA shall document the training methods used for food handler training in a manner specified by OHA.
- 4. Licensing and Fees.**
- a.** The LPHA shall establish a single license fee per establishment or facility type. Fees may not be added based on local determination of unique features of an establishment or Facility.
 - b.** Licensing categories must be based upon those specified in ORS 446.310, 448.035 and 624.490. The Local Public Health Authority may not create additional licensing categories.
 - c.** LPHA may, with OHA approval, establish and implement the following:
 - (1) A fee schedule for licensees that require more than two Recheck Inspections per year.
 - (2) A fee schedule for costs associated with plan review conducted under guidelines established by OHA.
 - (3) A reinstatement fee for late license reinstatement of licensees.
 - (4) A schedule for pro-rated licensing and Inspection fees for partial year operation of licensees as follows: From January 1 through September 30, a full license fee is required. From October 1 through December 31, half the annual fee must be assessed.
 - d.** LPHA shall ensure that license applications and licenses are issued on forms provided or approved by OHA.
 - e.** LPHA may elect to recover the cost of the extra Inspections by charging a fee of up to one-half of the annual licensing fee otherwise assessable to the Restaurant for each additional Inspection.
 - f.** LPHA shall issue a license only after the LPHA has received the fee from the Facility and has determined that the Facility meets the requirements set forth in the applicable statutes and rules.

- g.** LPHA shall document and report to OHA the actual time spent and expenses incurred on program services and may be subject to a Fiscal Audit, in instances in which the license fees assessed by the LPHA are more than twenty percent (20 %) above or below the fees established in ORS 624.490. If LPHA requests a Fiscal Audit be conducted by a private auditing agency, LPHA shall, subject to OHA approval of the conduct of the audit by a private auditing agency, pay the costs and shall provide a copy of the audit report to OHA.
- h.** All license fees collected by the LPHA pursuant to ORS 446.425, ORS 448.448.005 to 448.090 and 624.510 must be paid into the county treasury and placed in a special revenue fund or the general fund of the county treasury and placed to the credit of the LPHA. Such monies must be used only for program services pursuant to ORS 446, 448 and 624. The LPHA must assure on an annual basis that all fees collected are used solely for the purposes of administering the programs as described in this section.
- i.** All moneys received by OHA under ORS 624 shall be paid into the State Treasury, deposited in the General Fund to the credit of the Public Health Account and used exclusively by OHA for the purpose of carrying out the provisions of ORS 624.

5. Record Keeping and Reporting. LPHA shall establish, implement and monitor standards and practices for record keeping and periodic reporting to OHA on the provision of Environmental Public Health services. The LPHA shall:

- a.** In accordance with OAR 333-12-0063(1), record, and maintain for at least three years, documentation of all administrative matters delegated under ORS 446.425, ORS 448.100 or 624.510 including a record of any hearings; the time, date, place and copies of the complaint; all intended actions and orders; and the final disposition of the hearing proceedings.
- b.** At a minimum, maintain records according to the State Archive Division rules for:
 - (1) Inspection reports,
 - (2) Complaints and their disposition,
 - (3) Communicable disease or suspected food-borne illness investigations,
 - (4) License applications and licenses issued,
 - (5) Food service Inspection scores,
 - (6) Changes in public notice placards,
 - (7) Food handler training materials,
 - (8) Plan review records,
 - (9) License denials, revocations, suspensions or other temporary closures,

- (10) Failed to Comply notices posted or any other enforcement actions take, and
 - (11) Public Swimming Pool accidents
 - c. Upon OHA request, provide to OHA program information such as:
 - (1) Inspections conducted, and
 - (2) Workload indicators and staffing patterns.
 - d. Respond to surveys conducted by OHA.
 - e. Submit program information and surveys to OHA in a form required by OHA.
 - f. Maintain and update the guidance documents issued by OHA as well as other information required by OHA.
6. **Technical Assistance and Consultation.** The LPHA shall, upon request by a licensee or member of the public, provide technical information and consultation to the public and those Licensed Establishments and facilities currently holding permits and licenses.
7. **Minimum Standards, Program Review and Penalties.** LPHA shall be subject to the minimum standards, program review, and penalty provisions set forth below.
- a. The LPHA must request approval prior to implementing alternative Inspection or enforcement procedures. The LPHA must include expected performance measures and outcomes in the annual plan required to be submitted under ORS 431.385.
 - b. The LPHA is subject to a performance review of both office and field activities to determine compliance with these rules. OHA will conduct a review of each LPHA at least once every three years. OHA will submit the results of the review to the LPHA.
 - c. The LPHA shall cooperate with OHA in a triennial Fiscal Audit that will be conducted by OHA. LPHA may also be subject to additional Fiscal Audits if deemed necessary by OHA. If the LPHA requests a Fiscal Audit required in OAR 333-012-0070(3) be conducted by a private auditing agency, the LPHA shall pay the costs and a copy of audit report must be provided to OHA.
 - d. The LPHA shall, at least once each calendar year, cooperate with OHA in the completion and submission of an OHA survey that is designed to determine accomplishments of LPHA performance of Environmental Health Services and of anticipated needs for further refinements in the performance of these services. The information obtained by OHA from the survey is intended to assist OHA in providing assistance, guidance, training, consultation and support for Environmental Health Services as needed.

- e. If a review reveals that LPHA is not complying with the provisions of this Agreement or applicable Environmental Health Services rules or regulations, OHA will inform LPHA of the action required to correct performance deficiencies, and of the time frame by which the corrective action must be completed. LPHA shall correct the deficiencies within the time frames required and report the corrections to OHA.
- f. If OHA determines that the deficiencies result in a serious human health hazard, OHA shall require immediate compliance of LPHA. If OHA determines that the deficiencies do not result in a serious human health hazard, a longer period of time may be allowed for compliance, however, the maximum time allowed for compliance, after notice is issued by OHA, shall be as follows:
 - (1) Up to 90 days to correct administrative deficiencies such as, but not limited to, accounting reports and records.
 - (2) Up to 180 days to correct program deficiencies such as, but not limited to, inadequate frequency of inspections, scoring, staffing and lack of enforcement action.
 - (3) Notwithstanding paragraph f. (1) and (2) of this subsection, OHA, at its sole discretion, may allow a longer time frame for compliance if deemed necessary;
- g. If OHA determines that the LPHA did not use the proper cost elements in determining the fee or that the amount of the fee is not justified, OHA may order the LPHA to adjust any fee, as soon as is possible, to a level supported by OHA's analysis of the fee.
- h. In instances in which OHA notifies LPHA of an emergency health hazard, and LPHA is either unwilling or unable to administer or enforce delegated standards, OHA may, pursuant to ORS 431.170, immediately take responsibility of the functions and collect the monies necessary to protect public health. When the health hazard has been resolved or is no longer an emergency, OHA may return authority to the LPHA, and may initiate a review to determine if delegation is to be continued.
- i. OHA may deny or revoke the delegation of a program in instances in which the LPHA:
 - (1) Does not have sufficient qualified personnel to conduct the program.
 - (2) Has failed to perform its delegated duties in accordance with this Agreement.

- (3) Has engaged in deceit or fraud in the conduct of the program or maintenance of its associated records.
- j. OHA will impose suspension or rescission of a delegation in accordance with ORS Chapter 183 relating to contested cases.
- k. OHA will immediately respond to a request by the LPHA for personnel or equipment during an emergency. If OHA is unable to assist as requested, OHA will immediately notify the LPHA and provide such assistance as is available to OHA.

8. Establishment of Enforcement Procedures.

- a. In accordance with the requirements of ORS Chapter 183, LPHA shall comply with its own rules for conducting administrative hearings for permit and license denial for those applicants for permits and licenses that have been denied permits and licenses, and for the suspension or revocation of licenses for which LPHA suspends or revokes licenses.
- b. Enforcement Procedures. LPHA shall utilize all administrative and legal means necessary to enforce ORS 446.310 to 446.349, 448.005 to 448.060, and 624.010 to 624.130, 624.310 to 624.430, and 624.490 to 624.550, and Oregon administrative rules developed there under and implement OHA policies relating to the Environmental Public Health Program. OHA will consider failure to adhere to statutes and rules governing environmental public health services as unacceptable surveillance and enforcement.

9. Determination and Remittance of LPHA Consultation Services Remittance.

LPHA shall comply with ORS 446.321 and 446.322, 448.030 and 448.035, ORS 624.020, and OAR 333-012-0057 for collecting fees from licensees and shall remit fees to OHA in accordance with this Agreement.

a. FIPP Remittance

OHA will establish a biennial fee assessment for each LPHA. In April of even-numbered years, OHA, in consultation with LPHA and applicable advisory groups, may recalculate the fee assessment amount for LPHA during the second year of the biennium, based on updated license and Inspection counts and program expenditures. In instances in which OHA revises the fee assessment amount for a LPHA during the second year of the biennium, OHA will provide notice to LPHA of the revision, and will establish the revised second-year fee assessment amount pursuant to a duly executed amendment to this Agreement.

- (1) The FIPP remittance amount must be determined by:
 - (a) Projecting license revenue for the biennium using state marker fees.
 - (b) Taking the biennial budget of for the environmental public health services programs and dividing it by the revenue projection to yield a percentage factor.
 - (c) Taking each LPHA's revenue projection for environmental public health services, using state marker fees, is then multiplied by that factor to yield the remittance amount.
- (2) Fifty percent (50%) of the biennial fee assessment is payable to the OHA each year unless otherwise negotiated with OHA.
- (3) The annual amount remitted to OHA in the first year of the biennium may not be less than thirty-five percent (35%) of the biennial fee assessment.
- (4) The LPHA must provide to OHA a quarterly remittance payment, in accordance with the time frames and procedures set forth in Exhibit A, Part 3.
- (5) Assessments may not be represented as a surcharge or added charge.

b. Public Pool Remittance

OHA shall consult with representatives of local health officials and industry in determining the amount to be remitted by each Local Public Health Authority that has accepted delegation for the Public Swimming, Spa and Wading Pool Program for the purposes of supporting the statewide consultation and program services costs:

- (1) The consultation must occur no later than April of each legislative year in order to determine the amount required to be remitted to OHA in the following biennium;
- (2) The consultation must consider program expenditures and current Public Swimming Pool, Public Spa Pool and Public Wading Pool Facility inventories while determining the amount of the remittance.

c. Tourist accommodation Remittance

The county, quarterly, shall remit fifteen percent (15%) of an amount equal to the state licensing fee or fifteen percent (15%) of the county license fee whichever is less, to OHA for consultation service and maintenance of the statewide program.

10. Epidemiology Investigation and Reporting.

LPHA shall investigate all suspected illnesses connected with facilities licensed under this Agreement. The reports of all investigations of confirmed illnesses must be submitted to OHA as required by OAR 333-018. LPHA shall also notify the Department of investigations expected to result in confirmed foodborne illness.

11. Ordinances.

The LPHA may adopt ordinances on applicable matters provided they are not less stringent than the Oregon Administrative Rules adopted pursuant to ORS Chapters 183, 446, 448 and 624. Any ordinance proposed for adoption on matters applicable to food service operators more stringent than those set forth in ORS 624 and rules adopted thereunder must be approved by OHA and the cost of implementing any ordinance so adopted may not be charged to license fees adopted pursuant to ORS 624.510(2). Notwithstanding the provisions of the section, when an emergency exists and delay will result in an immediate danger to public health, Local Public Health Authorities may adopt ordinances without prior OHA approval. This section does not affect ordinances that are required to be adopted as specified in these rules.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A
Part 3**

Payment and Financial Reporting

1. **Compensation.** The maximum, not-to-exceed compensation payable to OHA under the requirements of this Agreement which includes any allowable expenses is **\$12,401.00**. OHA may not receive payment for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before LPHA performs Work subject to the amendment.

Interim remittances shall be made to OHA subject to ORS 293.462, and in accordance with terms and conditions set forth in Exhibit A, Part 2, Section 9 of this Agreement.

2. **Foodborne Illness Prevention Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit **\$1,550.00** to OHA which is a portion of the fees collected by LPHA pursuant to the FIPP Work performed under this Agreement that is approximately twenty-five percent (25%) of the fees assessed for LPHA for a particular calendar year, or as negotiated and modified by amendment to this Agreement.
 - a. The remittance to OHA shall be accompanied by a written remittance summary report and shall identify each remittance category contained in the report.
 - b. Each remittance summary report also shall include the total amount remitted to date by LPHA prior to the current remittance LPHA shall send remittances to OHA's Agreement Administrator.
3. **Public Pool and Spa Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit to OHA **\$45.00** for each license issued by LPHA in that quarter under ORS 448.035, which is a portion of the fees collected by LPHA.
4. **Tourist Accommodation Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, for each license issued in that quarter, the Local Public Health Authority must remit fifteen percent (15%) of the state licensing fee or fifteen percent (15%) of the Local Public Health Authority license fee, whichever is less, to OHA for consultation services and maintenance of the statewide program for facilities licensed under ORS 446.425.

**OREGON HEALTH AUTHORITY
2011-2013 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

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 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 Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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 services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** LPHA represents and warrants as follows:

- (1) Organization and Authority. LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA and (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) LPHA has the skill and knowledge possessed by well-informed members of its industry, trade or profession and LPHA will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in LPHA's industry, trade or profession; and
- (5) LPHA shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work

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 and (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.
- (4) OHA has the skill and knowledge possessed by well-informed members of its industry, trade or profession and OHA will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in OHA's industry, trade or profession; and
- (5) OHA shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work

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

5. Reserved.

6. Reserved.

7. Nothing in this Agreement shall require LPHA or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

8. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.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 Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or

prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

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

9. 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 relied upon by OHA to measure the delivery of Work, the expenditure of payments 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).

10. 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 relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. LPHA Termination. LPHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
- (3) Upon 30 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 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:

- (1) For its convenience, upon at least 30 days advance written notice to LPHA
- (2) 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;
- (3) Upon 30 days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (4) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;

- (5) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
- c. Mutual Termination. This 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.

12. Effect of Termination.

- a. Entire Agreement.
 - (1) Upon termination of this Agreement, no party shall have any further obligation to pay the other party under this Agreement.
 - (2) Upon termination of this Agreement, no party shall have any further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding Section 12 a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. 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.

14. Insurance. LPHA shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. Each party shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, each shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document its performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." LPHA acknowledges and agrees that OHA and the Oregon 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. Each party shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. LPHA shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. Information Privacy/Security/Access.

If the Work performed under this Agreement requires LPHA or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0000 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.

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

18. 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 the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

20. Subcontracts. LPHA shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, LPHA shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the LPHA with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve LPHA of any of its duties or obligations under this Agreement.

21. 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.

22. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **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.
24. **Survival.** Sections 1, 4, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **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 LPHA 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 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 and Procurement
 250 Winter Street NE
 Salem, OR 97301
 Telephone: (503) 945-5818
 Facsimile Number: (503) 378-4324

LPHA: North Central Public Health District
 Attn: Glenn Pierce
 419 E 7th Street
 The Dalles, OR 97058
 Telephone: (541) 506-2600
 Facsimile Number: (541) 506-2601

26. **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.
27. **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.
28. **Waiver.** 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.
29. **Construction.** Reserved
30. **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 LPHA in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the LPHA 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.

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

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT C
Subcontractor Insurance Requirements**

LPHA 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 CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between LPHA 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 OHA. LPHA shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce 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 LPHA permit a contractor to work under a Subcontract when the LPHA 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 whom LPHA directly enters into a contract. It does not include a subcontractor with whom the contractor 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 \$1,000,000 must be included.
- 2. PROFESSIONAL LIABILITY:** Covers any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

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

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

Professional liability insurance is required for entities that employ professionals and when professional liability insurance is available for the profession.

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

Bodily Injury, Death and Property Damage:

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

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

4. **AUTOMOBILE LIABILITY INSURANCE:** Required for first tier contractors when the scope of work includes transportation. Covers all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

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

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

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

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

EXHIBIT D

Required Sub-Contractor Provisions

1. Subcontractor shall comply with all applicable provisions of that certain Agreement (the “Agreement”) between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and LPHA.
2. Subcontractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
3. Subcontractor shall make available to OHA or to any Client, any and all written materials in alternate formats in compliance with OHA’s policies or administrative rules. For the purposes of the foregoing, “written materials” includes, without limitation, all work product and subcontracts related to this contract.
4. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, OHA or LPHA.
5. Subcontractors(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims
6. First tier Subcontractors(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit C of the certain 2013-2015 Intergovernmental Agreement For Environmental Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2013 which Exhibit is incorporated herein by this reference.

Agenda Item
Lane County Software Agreement

- [Assessor's Email](#)
- [Cover Letter](#)
- [Lane County Software Agreement](#)
- [Crook County Expository Letter](#)



Kathy White <kathyw@co.wasco.or.us>

Lane County Support Contract

1 message

Tim Lynn <timl@co.wasco.or.us>

Thu, Jun 27, 2013 at 1:56 PM

To: Kathy White <kathyw@co.wasco.or.us>

The Contract is the IGA for the Lane County Annual Support of the Thomson Reuters (Manatron) software for the 2013-14 fiscal year as we discussed during the budget process.

There will also be a setup cost that will be billed later for only the hours that are required that will come later in the fiscal year and is not part of this agreement. This IGA is the annual contract.

Please sign and return to Lane County for their signature.

Tim...

--

Tim R. Lynn
Assessor/Tax Collector

Wasco Co. Dept. of Assessment and Tax
511 Washington St., #208
The Dalles, OR. 97058

Phone: (541) 506-2512
FAX: (541) 506-2511
Email: timl@co.wasco.or.us



LANE COUNTY
INFORMATION
SERVICES

Public Service Building
125 East Eighth Avenue
Eugene, OR 97401
(541) 682-6789
FAX - (541) 682-2345

June 17, 2013

Tim R. Lynn
Assessor/Tax Collector
Wasco County Department of Assessment and Tax
511 Washington Street #208
The Dalles, OR. 97058

Wasco Co Assmt & Tax
JUN 20 2013
RECEIVED

RE: Manatron ESC IGA, Amendment 2

Dear. Mr. Lynn,
Please sign and return the two enclosed Agreements. I will return one signed and executed original. Please do not hesitate to contact us with any questions and/or concerns.

Thanks,

Kelly Barlow, Management Analyst
kelly.barlow@co.lane.or.us
125 E. 8th Avenue
Eugene, OR 97401
541-682-3352

Kathy Howard, Senior Accounting Clerk
katherine.howard@co.lane.or.us
125 E. 8th Avenue
Eugene, OR 97401
541-682-3306



LANE COUNTY

CONTRACT AMENDMENT

Contract Name: INTERGOVERNMENTAL AGREEMENT FOR MANATRON SOFTWARE DEVELOPMENT AND SUPPORT

Contract Date: 6/12/2012

Amendment No.: 2

This Amendment modifies the Agreement named above between Lane County, Oregon, a political subdivision of the State of Oregon ("County"), and Crook, Gilliam, Lake, and Wheeler Counties ("collectively, "Partners").

The County and Partners agree as follows:

1. SCOPE OF AMENDMENT: The scope of the Agreement is amended as follows:
 - 1.1 Article A. of the agreement is changed to read as follows to include Wasco County as a Partner:

"A. Purpose. This Agreement is entered into between Lane County and five other counties, Lake, Gilliam, Crook, Wasco, and Wheeler. These five other counties constitute the "Partners". Lane County and the Partners are all political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. Lane County and the Partners have entered into this Agreement for the purpose of collaborating in the support and development of the Partners' automated assessment and taxation systems."
 - 1.2 Attachment A "Statement of Work Fiscal year 2012 / 2013" is replaced in its entirety by the attached Attachment A "Statement of Work Fiscal year 2013 / 2014".
2. CONSIDERATION
 - 2.1 In consideration of this Amendment, the Contract amount is increased by the following amount: \$20,000, representing the payment of Wasco County as a partner.
 - 2.2 A summary of the original Contract amount and all amendment amounts is:

Original Contract amount:	\$	80,000.00
Total of all previous Amendments:		0
This Amendment:		20,000.00
<hr/>		
Revised Contract amount including all Amendments:	\$	100,000.00
3. TIME. In consideration of this Amendment, the Contract time is unchanged. The revised contract period, including this amendment, continues through June 30, 2015.
4. DATE. This Amendment is effective as of the date entered here: July 1, 2013

All other terms and conditions of the original Contract not altered by this Amendment remain in full force and effect.

This Amendment may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

LANE COUNTY

_____	_____
Liane Richardson	Date
County Administrator	

CROOK COUNTY

_____	_____	_____	_____
Mike McCabe, Judge	Date	Ken Fahlgren, Commissioner	Date
Crook County Court		Crook County Board of Commissioners	

_____	_____
Seth Crawford, Commissioner	Date
Crook County Board of Commissioners	

GILLIAM COUNTY

_____	_____	_____	_____
Steven Shaffer,	Date	Michael Weimar,	Date
Gilliam County Judge		Gilliam County Commissioner	

_____	_____
Dennis Gronquist,	Date
Gilliam County Commissioner	

LAKE COUNTY

_____ Brad Winters, Commissioner Lake County Board of Commissioners	_____ Date	_____ Dan Shoun, Commissioner Lake County Board of Commissioners	_____ Date
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_____ Ken Kestner, Commissioner Chair Lake County Board of Commissioners	_____ Date
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WHEELER COUNTY

_____ Patrick C. Perry, Wheeler County Judge	_____ Date	_____ Anne Mitchell, Wheeler County Commissioner	_____ Date
----------------------------------------------------	---------------	--------------------------------------------------------	---------------

_____ Robert Ordway, Wheeler County Commissioner	_____ Date
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WASCO COUNTY

By executing this document, Wasco County further agrees to all terms and conditions of the Intergovernmental Agreement for Manatron Software Development and Support dated February 10, 2011, as amended, receipt of a copy of which is acknowledged by Wasco County.

_____ Rod Runyon, Wasco County Commissioner Chairman	_____ Date	_____ Scott Hege, Wasco County Commissioner	_____ Date
------------------------------------------------------------	---------------	---------------------------------------------------	---------------

_____ Steve Kramer, Wasco County Commissioner	_____ Date
-----------------------------------------------------	---------------

Attachment A
Statement of Work
Fiscal year 2013 / 2014

1. Payment:

The Partners agree to pay to Lane County the following amounts in exchange for the services previously provided and for services described in this Statement of Work (SOW):

	TOTAL	Crook	Gilliam	Lake	Wheeler
For services in FY13/14	\$80,000	\$20,000	\$20,000	\$20,000	\$20,000

Payment will be due in twelve monthly installments beginning in July, 2013.

Funding for services will be arranged by each Partner in accordance with the policies and procedures of that Partner and independently of the other Partners.

2. Services:

Lane County agrees to provide services to The Partners during FY13/14 similar to the following list of services.

The following list is a current list of all possible services that may be provided now and in the future and so not all services on the list will be provided. Also, the priority order and the specific content of the list may be modified during the year as specified by the Manatron Executive Steering Committee.

In no event will services be provided that require more than 1260 hours during the fiscal year, including overhead hours such as vacation and sick time. Overhead hours will be applied to worked hours at a rate equal to the average Lane County Applications Division overhead rate.

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
Lake, Gilliam, & Crook County	Check-in and Check-out in ProVal for off-site work	No other information provided yet		In Process 2012-2013
Original List of Priorities	Audit for Duplicate TCA's	DUP_TCA_CHECK.SQL, then DUP_TCA_CHECK.exe	H	
Original List of Priorities	Run Audit for Valid TCA's	Lane County Report	H	
Original List of Priorities	Audit TVR Accounts w/Multiple Exemptions	Create list of accounts with multiple exemptions for review by A&T Staff - SQL: select * from property, val_component where property_id = property.id and tax_year = YYYY and value_type = 'TVR' and	H	
Original List of Priorities	Audit District and TCA Totals	Code Totals Scripts and Reports - Daily reports of value type totals by account type. Used to compare day-to-day to ensure no changes have been made by A&T Staff to account values. If changes have been made, A&T Staff will validate that changes were valid and anticipated.	H	
Original List of Priorities	Identify Accounts with Unknown Address.	Provide list to A&T Staff for resolution or validation that "Unknown" address is ok. SQL: Check_Unknown_Address.sql	H	
Original List of Priorities	Audit Active Accounts Flagged Delinquent and \$0 Balance Due	Lane County Report	H	
Original List of Priorities	Audit for Long Addresses.	Check for Taxpayer Mailing addresses that contain too many lines for envelope window. Provide list to A&T Staff for Resolution. SQL: Accounts_without_Owners.sql	H	
original List of Priorities and Implementation Options Document	Create a set of history tables showing a "snapshot" of data at certification, including values, taxes, addresses, statement details, and levy details.	Crete_hist_cert_tax Table.sql Create_hist_cert_val.YYYY.sql Create_hist_dist_tca_yyy.sql Create_hist_stmt_levy_yyyy.sql	H	
Original List of Priorities	Audit / Update Reports. Self edit series of reports used in ProVal to check and validate data.	Lane County Edit Reports	M	
Original List of Priorities	Update Sample/Test Tax Account List. List provided by A&T Staff. This list used by I/S to run sample tax statements for review before final statements are printed.	Manual Process	M	

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
Original List of Priorities	Verify Delinquent Taxes Updated on Active Accounts	Lane County Report	M	
Original List of Priorities	Check Tax Correction List against remarks	Special Assessment Clerical Error Proofing.sql	M	
Original List of Priorities	Audit Prior and Current Year TCA Account Values	AccountValuesByTCA.sql	M	
Original List of Priorities	Audit Last Year to Current Year Levies	Manual Process	M	
Original List of Priorities	Audit Accounts with District Membership are Active	FP Inactive Accounts.sql	M	
Implementation Options Document	Declassification Calculations System	This program allows a user to "declassify" a property up to 10 years back, roll values forward, recalculate taxes, and print reports of the results.		
Implementation Options Document	Prorations Calculations System	This program allows a user to "Prorate" approximate taxes on properties after a segregation of a property is done. The user may enter as many children properties as needed, and can allocate improvements individually to each child. The program recalculates taxes based on value changes.		
Implementation Options Document	Local Option Estimator	This program allows a user to enter a proposed tax rate for a district (Education or General Government) and recalculate the impact of it on taxes, using the latest tax certification data. The program shows the impact of compression and compression changes on other levies that currently exist. The program shows the approximate amount of taxes that would be raised, based on the latest certification data. This is helpful when projecting for a district how much in taxes a proposed levy rate could raise. Since this is ran against the current certified data, the data is only an approximation and does not take into account any adjustments to existing accounts or rate changes pending for other districts. The program does NOT update the Ascend/ProVal data, but merely provides a sandbox for the users.		

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
Implementat ion Options Document	Farm Rent System	This program tracks Farm Rent lease agreements (Properties, names, addresses, acreage, rates, etc.) to enable calculation of average rates per acre for the Farm Review Board. It generates the questionnaire letters, allows the user to put in returned data, pulls farm factors from Ascend and calculates rates per acre for data entered. The program does NOT update the Ascend/ProVal data, but merely provides a sandbox for the users.		
Implementat ion Options Document	Utility Roll System	This system allows users to receive the Access MDB from the State of Oregon with Utility account information, load that data into this system, and manage the data (names, accounts, addresses, values, etc.) before automatically updating Ascend with the value information, ownership, etc. This is especially useful for a county that has a lot of Utility accounts.		
Implementat ion Options Document	Cartographer's Work Log Tracking System	This system allow tracking of maps for maintenance, changes, etc. It show the current status of all maps, pending changes, and the state of each change. Sources for changes include customer requests, segregations and merges, etc.		
Crook County - Dar Martin	Daily Cashier Session	No other information provided yet		
Crook County - Dar Martin	Daily Collection Activity by Property Account	No other information provided yet		
Crook County - Dar Martin	Print of Foreclosure Properties	No other information provided yet		
Crook County - Dar Martin	June 30th Report done Monthly	No other information provided yet		
Crook County - Dar Martin	Unsegregated Tax Report for our Auditor	No other information provided yet		

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
Crook County - Dar Martin	Bankruptcy Note for Entry into Computer	No other information provided yet		
Crook County - Dar Martin	Tax Turnover Re-Cap	No other information provided yet		
Existing Request On SharePoint Site	GIS interactive with A&T data on web site	No other information provided yet		
Existing Request On SharePoint Site	Provide a way to present public information of Manatron Data on the Internet	No other information provided yet		
Crook County (Rebecca)	Automatically update situs addresses from external database to Ascend.	No other information provided yet		
Crook County (Rebecca)	Any integration twix Ascend and Proval (to update property class for example)	No other information provided yet		
Crook County (Rebecca)	Sketches from Proval to GIS assessment program.	No other information provided yet		
Crook County (Rebecca)	User friendly customized reports, property lists of owners, locations, rmv, tav, tax amt??? (may already be available).	No other information provided yet		
Crook County (Rebecca)	Ability to print lists of account types such as utility, PPMH, PP with specific info (values, etc).	No other information provided yet		

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
Crook County (Rebecca)	Ability to Merge information from Ascend into mailings (for example Farm Income Questionnaires, etc).	No other information provided yet		
Crook County (Rebecca)	Ability to merge deed transfers into sales letters	No other information provided yet		
Crook County (Rebecca)	PP Notifications.	No other information provided yet		
Crook County (Rebecca)	Alert/flag for users when making a change to be sure to change in other area (OMB, FP in special district membership's, etc)	No other information provided yet		
Crook County (Rebecca)	M5 Breakdown per account (this may be an issue on Manatron)	No other information provided yet		
Crook County (Rebecca)	Showing tax amount on Print Summary	No other information provided yet		
Crook County (Rebecca)	Custom Crystal in Proval	No other information provided yet		
L/C Proval Report	Self Edit Report	Report (with sub-reports) that shows data entry summary and audit for each user logon.		In Process 2012-2013
L/C Proval Report	Sales Letter Reports	Generate monthly sales letter (uses embedded Word document). One report for type of property (Commercial, Residential, Farm/Forest, etc.)		In Process 2012-2013
L/C Proval Report	Outlier Worksheet Report	Shows properties that fall outside of +/- 10% of current real market value when compared to the sales price.		In Process 2012-2013

Potential Work Items Identified for OECC Counties

<u>Source</u>	<u>Description</u>	<u>Notes</u>	<u>Priority</u>	<u>Status</u>
L/C Proval Report	Error Edit Reports	A series of reports used to look for specific data entry errors (such as residential accounts that do not price on improvement side, land not pricing, pricing that gives error messages).		In Process 2012-2013
L/C Proval Report	Last Posting is "Voided" valuation record	Looks for account where the last posting is a "voided" posting.		In Process 2012-2013
L/C Proval Report	Posting to Zero Report	Looks for accounts posted to Zero, showing Ascend Remarks and ProVal memo details.		In Process 2012-2013
L/C Proval Report	Negative Values Report	Looks for negative values posted in ProVal.		In Process 2012-2013
L/C Proval Report	Farm/Forest Not Posted to "Cost"	Shows Farm/Forest account that posted using other than cost (SAV values do not work properly if you Trend, for example).		In Process 2012-2013
L/C Proval Report	Look for Group Code missing (0 or -1 value)	Shows accounts that have a missing group code (indicated by a 0 or -1 in the value).		In Process 2012-2013
L/C Proval Report	Mis-Matched Prop Code	Looks for Code-Split accounts that do not have the same property class.		In Process 2012-2013
L/C Proval Report	Compare ProVal Legal Acres to Ascend Legal Acres	Shows Farm/Forest Accounts where Ascend acres does not match ProVal acres.		In Process 2012-2013
L/C Proval Report	Unworked Transfers	Shows sales transfers that have not been "worked" yet.		In Process 2012-2013



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754

Phone (541) 447-6555 • FAX (541) 416-3891

May 1, 2013

Scott Byler,
Applications Division Manager,
Lane County Information Services
125 East 8th Avenue
Eugene, OR 97401

Re: FY14 Manatron ESC intergovernmental agreement

Mr. Byler,

Please attach this expository letter to the Manatron services agreement between Lane, Crook, Gilliam, Lake, and Wheeler Counties. It is meant to expound on the terms of the agreement, as discussed below.

The FY14 version is an update of the original version of this agreement, which was executed by all the parties in the summer of 2012. It includes a new section entitled "Standard Provisions," which was not included in the original version.

The Standard Provisions makes reference to two parties, "County" and "Contractor." Because all the parties to the Manatron services agreement are counties, there is the possibility of confusion as to which one the term applies. This letter acknowledges that the "County" in the Standard Provisions is meant to refer to Lane County. Similarly, and except as described below, while Lane County is providing the services under this agreement, for the purposes of the Standard Provisions "Contractor" shall refer to one of the four other county parties.


Paragraph 13, which discusses the need of Contractor to provide the "highest standards prevalent in the industry" does not apply to this agreement, since none of the "Contractor" counties are actually providing services.

Paragraph 20, which addresses the need to adhere to Lane County's Recycled Paper Procurement and Use Policy (LM 2.440 to 2.448) has been waived as regards Crook County's participation. (See the attached email, dated April 10, 2013).


It is our understanding that all the parties will examine these areas of concern prior to enacting the next iteration of the Manatron services agreement.

Also attached to this expository letter is the executed copy of the agreement, signed by the Crook County Court on May 1, 2013.

We look forward to continuing to work with Lane County on the project.


Judge Mike McCabe


Commissioner Ken Fahlgren


Commissioner Seth Crawford

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

Contractor shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice must be given in writing either at the time of hire or before commencement of work on the contract, or must be posted as a notice in a location frequented by employees.

(7) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.

(8) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(9) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

(10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(11) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(12) By execution of this contract, Contractor certifies, under penalty of perjury that:

(a) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(13) Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(14) Contractor shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(15) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(16) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(17) All modifications and amendments to the contract will only be effective only if in writing and executed by both parties.

(18) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(19) Unless otherwise provided, data which originates from this contract constitutes "works for hire" as defined by the U.S. Copyright Act of 1976 and is owned by the County. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which does not originate from this contract, but which is delivered under the contract, is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license will be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor shall give the County prompt written notice of any notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. The County will have the right to modify or remove any restrictive markings placed upon the data by Contractor.

(20) If as a result of this contract, Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper

with at least 25% post-consumer content which meets printing specifications and availability requirements.

(21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, are applicable to all road construction projects except as modified by the bid documents.

(22) As to contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(23) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

Agenda Item

Fee Waiver

- [Planning Director's Memo](#)
- [Photos](#)
- [Request for Fee Waiver](#)
- [Supporting letter from Applicant](#)



Wasco County Planning Department

"Service, Sustainability & Solutions"

2705 East Second St. • The Dalles, OR 97058
Phone: (541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning

To: Wasco County Board of Commissioners ("Board")

From: John Roberts, Planning Director

Date: July 3, 2013 Meeting

Re: The Flores Corral - Request for Fee Waiver

Background/Request: Erica Flores (representing Guadalupe Flores) is requesting a fee waiver or reasonable reduction of fees for construction of a corral. The Flores property is located in Rowena Dell (part of the National Scenic Area and subject to the National Scenic Area Land Use & Development Code). The Flores built the corral without knowing it required scenic area review.

The Wasco County Code Compliance Officer received a complaint about the corral, built without land use approval and sent The Flores an initial contact letter informing them that a corral like this one in the scenic area required a review. Erica immediately informed the planning department they would have to take the corral down because they could not afford the full fee on their limited income. She was then informed of the fee waiver option (without any guaranteed outcomes). Pictures of the corral are included in the memo and a letter from The Flores is attached.

Other Considerations:

- Erica's father has owned the home since 2010 and she moved in this past April with her husband and two children.
- The family enjoys having farm animals, including horses, cattle, and sheep and want to use the corral to train horses and teach their children to ride.
- The wooden horse corral is approximately 60-70 feet in diameter and is located on the horse pasture side of the property.
- Erica requests that the entire fee be waived based on their total net income for their family of four at \$2,260/month; her husband is currently out of work.
- A \$500 enforcement fee has not been applied to The Flores due to his willingness to submit an application for a permit.
- There are unintended consequences of not reducing the fee. Particularly, a corral is likely to stay in the code compliance process and be considered illegal until remedied. That would result in more staff time to ultimately try and remove the corral. However, is such a reason equitable to individuals who have paid the entire fee and have gotten the appropriate permits prior to building similar structures?

Recommendation: After receiving testimony from the applicant regarding his income level or status, consider reducing the fee by an appropriate amount. However, please note a scenic area review could result in conditions, modifications and or denial based on corral type and ground disturbance. Structures in the National Scenic Area are always subject to heightened levels of review, scrutiny and regulations.

Attachments:

- Request for Fee Waiver Application
- Letter from The Flores



WASCO COUNTY PLANNING
AND DEVELOPMENT
Todd R. Cornett, Director
2705 East Second Street
The Dalles, Oregon 97058



Phone: (541) 506-2560
Fax: (541) 506-2561
www.co.wasco.or.us

REQUEST FOR FEE WAIVER

Date Submitted:

Applicant/Owner Information:

Applicant(s) Erica M. Flores

Property Owner(s) Guadalupe Flores

Mailing Address 5835 Hwy 30W

Mailing Address 5835 Hwy 30W

The Dalles, OR 97058

The Dalles, OR 97058

Phone (H) (541) 380-0052 (W) 503 906-9788 Phone (H) (541) 380-0481 (W)

Email imkka21@yahoo.com

Email

Explanation For Fee Waiver Request (Please give complete detailed explanation): (or attach sheet)

Please see attachment. Thank you

(To be completed by Planning and Development Office)

Fee Structure:

APPLICATION TYPE	TOTAL FEE	OTHER FEES	WAIVABLE PLANNING FEES	
			PLANNING FEE	PENALTY FEE
<u>Scenic Area Review</u>	<u>\$1071</u>	<u>\$71</u>	<u>\$1000</u>	<u>already waived \$500</u> <u>Penalty free</u>

Other Information:

Fees Verified by:

Kate & Dawn

Planners Signature

(To be completed by Executive Assistant to the Board of County Commissioners)

TOTAL WAIVED FEES: _____

TOTAL FEES NOT WAIVED: _____

Board of County Commissioners Authority signature _____

June 19, 2013

Ref: Explanation for Fee Waiver Request
Scenic Area Review- 5835 Hwy 30W, The Dalles, OR 97058

To Whom It May Concern,

My name is Erica Flores and I respectfully requesting a fee waiver for the Scenic Area Review. I have resided at the above noted address since April 2013. My husband, my 2 children and I moved into this home, which is my parent home after my husband lost his job early February 2013. My father, Guadalupe Flores has owned this home since early 2010, and purchased it for the beauty of the gorge and the fact that he would be able to have farm animals. One of my dad's and my kid's hobbies is having farm animals, including horses, cattle and sheep, and they enjoy that joint recreational activity very much. When my kids were 2 and 3 years old and my father took them to their first rodeo, they loved it, and ever since my now 5 year old daughter dreams with being a rodeo queen. For a year or so my father had wished to build a corral to be able to train a horse and teach my kids to ride. As soon as we were able to pay for the material we built it, not thinking we were in any sort of violation with the planning department.

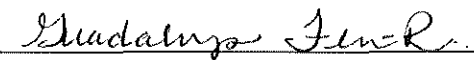
I have reviewed and understand that there is a fee for any new developments in the scenic area and although I don't completely agree that a corral should be included in the definition of new development, I do understand the purpose of the review fee. Additionally I apologize for code compliance violation and for initiating this request which takes time from every one of yours busy day. This structure that we put up is a wooden horse corral with an approximate dimension of 60-70 feet in diameter and it's located in on the side of our horse pastures. It does not obstruct any scenic views and has little visibility from the street or the people passing by. I have attached some pictures for your reference.

My honest and respectful request to you is that you waive the fee. The actual \$1000 planning fee is a huge financial burden to our family. The cost of the corral and time spent on it was already a lot and was a project that took us some time. Our family lives off of a net income of \$2260 a month for a family of 4 and don't find that if having to pay that fee to keep the corral up would rather take it down. I don't know what a reasonable amount for us would be for such structure and therefore honestly would say that if anything a couple hundred would be the most

we could come up with if you would give us a couple months. My goal is to be able to eventually have a corral for my father to teach my kids to ride, however at this point the Scenic Area Review fee amount is the only thing holding us down.

I understand that the review process takes a lot of time from the planning department employees and therefore understand that this might not be feasible for you. I respectfully thank all your time to this matter and would appreciate any waiver if possible.

Respectfully,


Erica M Flores
Guadalupe Flores

Agenda Item
Planning Department Discussion

- [No documents have been submitted for this item – RETURN TO AGENDA](#)