Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

June 26, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Intergovernmental Agreement with the Oregon Health Authority for public health services including disease prevention, emergency preparedness and community health programs. Agreement Value is $5,786,239 for 1 year. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Previous Biennial Agreement # 11176		
Performance Clackamas	1. Ensure safe, healthy, and secure communities		
Counsel Review	Yes – Ryan Hammond	**Procurement Review**	No
Contact Person	Kim La Croix, Interim Public Health Director	**Contact Phone**	971-806-0004

EXECUTIVE SUMMARY: The Public Health Division of the Health, Housing & Human Services Department requests the approval of the 2025 -2027 biennial Revenue Intergovernmental Agreement with Oregon Health Authority (OHA) for the financing of Public Health Services. This Agreement provides funding for FY 2026.

The funding provided through this Agreement enables the Public Health Division to continue delivering essential public health services to residents of Clackamas County. These services include Infectious Disease Control and Prevention, Emergency Preparedness, Tobacco Prevention and Education, the Women, Infants, and Children (WIC) Program, and School-Based Health Centers.

The total value of the Agreement is $5,786,239.15 for a one-year term. Funding for the second year will be included through an amendment at a later date.

According to the OHA guidance, the agreement is valid from July 1, 2025, to June 30, 2027, regardless of the date of signing.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement (12125) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, and Human Services

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AGREEMENT #185803-0

2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2025-2027 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 Clackamas County, the Local Public Health Authority for Clackamas County ("LPHA").

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorize 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, if OHA is acquiring services for the purpose of responding to a state of emergency or pursuant to a Major Disaster Declaration from FEMA. OHA intends to request reimbursement from FEMA for all allowable costs.

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

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2025, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2027.

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 Report
   Exhibit D Special Terms and Conditions
   Exhibit E General Terms and Conditions
   Exhibit F Standard Terms and Conditions
   Exhibit G Required Federal Terms and Conditions
   Exhibit H Required Subcontract Provisions
   Exhibit I Subcontractor Insurance Requirements
   Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

   All of the above exhibits are incorporated by reference into this Agreement. LPHA agrees to conduct the services listed in the Financial Assistance Award of Exhibit C as more specifically described in the Program Elements of Exhibit B, according to the terms of Exhibits D-I. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 29, 2025, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Rolonda Widenmeyer *(or designee)*

Title: Program Support Manager

Date: _____

EXHIBIT A
DEFINITIONS

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

1. **"Agreement"** means this 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services.

2. **"Agreement Settlement"** means OHA's reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.

3. **"Allowable Costs"** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.

4. **"Assistance Listing #"** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.

5. **"Claim"** has the meaning set forth in Section 1 of Exhibit F.

6. **"Conference of Local Health Officials" or "CLHO"** means the Conference of Local Health Officials created by ORS 431.330.

7. **"Contractor"** or **"Sub-Recipient"** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 "Program Element" below.

8. **"Federal Funds"** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.

9. **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.

10. **"Grant Appeals Board"** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.

11. **"HIPAA Related"** means the requirements in Exhibit D, Section 2 "HIPAA/HITECH Compliance" applied to a specific Program Element.

12. **"LPHA"** has the meaning set forth in ORS 431.003.

13. **"LPHA Client"** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

14. **"Medicaid"** means federal funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **"Misexpenditure"** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:

a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.

16. **"Oregon Health Authority" or "OHA"** means the Oregon Health Authority of the State of Oregon.

17. **"Overexpenditure"** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, "Special Terms and Conditions."

18. **"Program Element"** means any one of the following services or group of related services as described in Exhibit B "Program Element Descriptions", in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement.

2025-2027 PROGRAM ELEMENTS (PE)

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 – State Support for Public Health					
PE 01-01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE02 – Cities Readiness Initiative					
PE 02 Cities Readiness Initiative (CRI) Program	FF	Public Health Emergency Preparedness	93.069	N	Y
PE 03 – Tuberculosis Case Management					
PE 03 Tuberculosis Case Management	N/A	N/A	N/A	N	N
PE 03-02 Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y
PE 12 – Public Health Emergency Preparedness and Response (PHEP)					
PE 12-01 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 12-02 COVID-19	FF	CDC/Public Health	93.354	N	Y

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
Response		Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response			
PE 13 – Tobacco Prevention and Education Program (TPEP)					
PE 13 Tobacco Prevention and Education Program (TPEP)	GF	N/A	N/A	N	N
PE 13-01 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
PE 36 – Alcohol Drug Prevention Education Program					
PE 36 Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N
PE36-01 OSTPR Board Primary Prevention Funding	OF	N/A	N/A	N	N
PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children					
PE 40-01 WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-02 WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-03 BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE 40-04 BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE40-05 Farmer's Market	GF	N/A	N/A	N	N
PE 42 Maternal, Child and Adolescent Health (MCAH) Services					
PE 42-03 Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
PE 42-04 Babies First! General Funds	GF	N/A	N/A	N	N

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSISTANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 42-06 General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
PE 42-11 Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
PE 42-12 Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
PE 42-13 Family Connects Oregon	GF	N/A	N/A	N	N
PE 42-14 Home Visiting	GF	N/A	N/A	N	N
PE 44 – School-Based Health Centers (SBHC)					
PE 44-01 SBHC Base	GF	N/A	N/A	N	N
PE 44-02 SBHC Mental Health Expansion	OF	N/A	N/A	N	N
PE 44-03 COVID COAG Funds	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
PE 44-04 SBHC Telehealth Program	GF	N/A	N/A	N	N
PE 46 – Reproductive Health					
PE 46-05 RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
PE 50 Safe Drinking Water Program					
PE 50 Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N/A	N/A
PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation					
PE 51-01 Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
PE 51-02 Regional Partnership Implementation	GF	N/A	N/A	N	N
PE 51-03 ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 51-04 Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block Grant	93.991	N	Y
PE 51-05 CDC PH Infrastructure Funding	FF	CDC's Collaboration with Academia to Strengthen Public Health	93.967	N	Y
PE 62 – Overdose Prevention					
PE 62 Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants	93.788	N	Y
	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y
PE76-Tobacco Retail License Program					
PE 76 Tobacco Retail License Program	OF	N/A	N/A	N	N
PE81 – HIV/STI Statewide Services (HSSS)					
PE81-01 - HIV/STI Statewide Services (HSSS) Federal Funds	FF	HIV Prevention Activities Health Department Based	93.94	N	Y
PE81-02 - HIV/STI Statewide Services (HSSS) Program Income	GF	N/A	N/A	N	N

Fund Types:
GF means State General Fund dollars.
OF means Other Fund dollars.
FF means Federal Funds.

19. **"Program Element Description"** means a description of the services required under this Agreement, as set forth in Exhibit B.

20. **"Subcontract"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3.

21. **"Subcontractor"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.

22. **"Sub-Element"** means one of a related group of services within a Program Element. Each Sub-Element has a separate funding stream and has expenditures that must be reported separate from other Sub-Elements on the Financial Assistance Report.

23. **"Underexpenditure"** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. The work in this Program Element is also in furtherance of the Oregon Health Authority's strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to State Support for Public Health

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.

b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.

c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).

d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates

- Adult influenza vaccination rates for ages 65+

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

- Priority Area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital cases of syphilis averted
  - Percent of cases interviewed
  - Percent completion of Centers for Disease Control and Prevention Core variables
  - Percent of cases treated with appropriate regimen within 14 days
- Priority Area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - Demonstrated outreach and educational activities conducted with community partners

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

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

b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and

Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.

f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

g. COVID-19 Specific Work

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

(a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction.

(b) Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.

(c) Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.

(d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.

(e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.

(f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.

(g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

(h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

(i) Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

(j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

(a) Work with local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.

(b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

(a) Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.

(b) Enter all high-risk COVID-19 case investigation and outbreaks in Orpheus and Outbreaks database as directed by OHA.

(c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in Orpheus.

(d) Ensure all LPHA staff designated to utilize Orpheus are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

As resources allow and within the context of current COVID-19 Investigative Guidelines, LPHA must facilitate efforts, including partnering with community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

(6) Tribal Nation support.

LPHA must ensure alignment of supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

(a) Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.

(b) Congregate care facilities. In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.

(c) Vulnerable populations. Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

(8) Community education. LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

Not applicable.

7. Performance Measures.

Not applicable.

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

OHA Program Responsible for this Program Element

Public Health Division/Health Security, Preparedness and Response

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Cities Readiness Initiative (CRI) Program activities. Requirements for the Local Public Health Authorities (LPHA) in the CRI planning jurisdiction (CRI LPHA), and the Regional CRI Program (Regional CRI), housed in Washington County, but that serves the CRI LPHA, are established through this Program Element.

CRI focuses on plans and procedures that support medical countermeasure distribution and dispensing (MCMDD[4]) for all-hazards events. For the 2025-2029 performance period, Centers for Disease Control and Prevention (CDC) will require all CRI LPHAs to ensure elements of planning and operational readiness for all-hazards MCMDD[4] and risk-based threats according to a risk assessment.

This Program Element and all changes to this Program Element are effective upon the first day of the month noted in the Issue Date of Exhibit C "Financial Assistance Award" unless otherwise noted in Comment or Footnotes of the Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Cities Readiness Initiative (CRI) Program

a. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.

b. CRI LPHAs: LPHAs in the CRI planning jurisdiction which includes Clackamas, Columbia, Multnomah, Washington, and Yamhill counties in Oregon.

c. Medical Countermeasures (MCM) : Medical countermeasures, or MCMs, are FDA-regulated products (biologics, drugs, devices) that may be used in the event of a potential public health emergency stemming from a terrorist attack with a biological, chemical, or radiological/nuclear material, or a naturally occurring emerging disease. MCMs can be used to diagnose, prevent, protect from, or treat conditions associated with chemical, biological, radiological, or nuclear (CBRN) threats, or emerging infectious diseases.

d. Medical Reserve Corp (MRC)s: A pool of pre-credentialed licensed, or certified, health and medical professionals in each county that provides surge capacity for health and medical response during large-scale public health crises as well as to support local public health initiatives.

e. Multi-Year Integrated Preparedness Plan (MYIPP) [5]: The MYIPP is a living document resulting from an Integrated Preparedness Planning Workshop (IPPW). The MYIPP ensures priorities are recognized and that a progressive multiyear jurisdictional exercise program is established. The MYIPPP must include exercise framework requirements and be additionally informed by local, regional, state, and Tribal partners.

f. Portland Metro Cities Readiness Initiative (CRI) Metropolitan Statistical Area (MSA): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency. The counties forming the Portland Metro CRI Metropolitan Statistical Area are Clackamas, Columbia, Multnomah, Washington, and Yamhill LPHAs in Oregon, and Clark and Skamania local health departments (LHD) in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County and Skamania County LHDs. Additional information about CRI is viewable in the CDC PHEP Cooperative Agreement.[3]

g. **Public Health Emergency Preparedness & Response (PHEPR):** Local public health programs designed to better prepare Oregon to respond to, mitigate and recover from emergencies with public health impacts. The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.[1]

h. **Public Health Multi-Agency Coordination Group (PH MACG)** is a decision-making body that may be activated by the RPHLG. The PH MACG provides consistent and accurate public information concerning the public health emergency within and across the region; ethically based regional strategies related to the allocation and re-allocation of critical resources; community mitigation approaches to limit transmission of disease in the community; approaches are based in ethical guidance and considerations, regional representation and participation in incident prioritization decisions related to public health interventions; proposed altered standards of care and alternative care systems within the scope of public health.

i. **Public Health Emergency Preparedness Capabilities (PHEP Capabilities)**[1]: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.

j. **Push Partner:** A community organization that is trained, willing, and able to assist local public health in a public health emergency by amplifying accurate and timely public health guidance and dispensing public health provided MCM to their staff, clients and families. Also known as Closed Points of Dispensing (PODs).

k. **Regional CRI Program:** Refers to the Regional CRI staff housed within Washington County LPHA, including the Regional CRI Coordinator who is OHA's main point of contact for all CRI functions. Regional CRI staff support the CRI work of each CRI LPHA in the CRI jurisdiction. Regional CRI staff take guidance from each of the CRI LPHAs and their PHEP Coordinators and/or teams.

l. **Regional Public Health Leadership Group (RPHLG):** RPHLG is a collaborative partnership of local public health jurisdictions in the Portland Metropolitan Area working to align and strategize on equitable local policy and programs across all local public health activities. The RPHLG is a proactive decision-making body, focusing on routine issues and public health problems relevant to Clackamas, Clark, Columbia, Multnomah, and Washington Counties.

m. **Strategic National Stockpile (SNS):** A federal resource that ensures: 1.) rapid delivery of broad spectrum pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS materiel.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)**).**

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
				Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
CRI Work Plan	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**
Public Health Preparedness Capabilities	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**
Contingent Emergency Response Funding	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Indicators:

Not applicable.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric, LPHA Process Measures:

Not applicable.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Submit a CRI local program plan and CRI local program budget to Regional CRI Coordinator, Region 1 PHEP Regional Emergency Coordinator (REC) and the OHA State MCM Coordinator for OHA approval by August 15 of every year for approval. CRI LPHA must use the budget template found in Attachment 1 and Attachment 2 to this Program Element.

b. Engage in activities as described in its local program plan, which has been approved by OHA, and is incorporated herein with this reference.

c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modifications to the local

program budget may only be made with OHA approval. PE-02 budget must be submitted as a separate document from the PE-12 budget.

d. Provide feedback and approval of the Regional CRI work plan. The Regional CRI Coordinator, housed within the Washington County LPHA, has the responsibility for submitting the Regional CRI work plan. The final approved Regional CRI work plan is due to OHA Region 1 PHEP REC and OHA State MCM Coordinator on or before September 1 of every year. The Regional CRI work plan must present objectives and related activities, identify responsible parties, and establish timelines for the Regional CRI Program that:

(1) Enable each CRI LPHA to successfully complete CRI requirements as outlined in the CDC PHEP Cooperative Agreement[3] and listed in this program element.

(2) Enable each CRI LPHA to meet CRI exercise requirements in accordance with requirements outlined in the CDC PHEP Cooperative Agreement[3] and listed in this program element, including coordinating the planning of regional exercises, when requested by CRI LPHA.

(3) Facilitate and coordinate the RPHLG and, when activated, the Public Health Multi-Agency Coordination Group, to ensure local public health leadership readiness is maintained in the CRI region in accordance with requirements outlined in the CDC PHEP Cooperative Agreement[3] and standards in the CDC PHEP Capabilities.[1].

(4) Maintain the regionally approved MCM tools and trainings to ensure readiness to respond to a MCM incident including maintaining and exercise the regional Push Partner Registry for all CRI LPHA.

(5) Provide supervision and oversite over the work of regional public health communications staff to ensure public information readiness is maintained in accordance with communications requirements outlined in the CDC PHEP Cooperative Agreement[3] and standards in the CDC PHEP Capabilities. [1]

(6) Provide supervision and oversite over the Regional Medical Reserve Corps program, including staff supervision, to ensure MRC readiness is maintained in the CRI region in accordance with standards in the CDC PHEP Capabilities.[1]

(7) Provide Regional CRI programmatic oversight responsibilities.

(8) Provide other reports about the Regional CRI Program as OHA may reasonably request from time to time.

e. In addition to the work plan activities, LPHA must complete the following requirements:

(1) Maintain capacity and capability to distribute, dispense and administer medical countermeasures, and manage medical materiel in accordance with the CDC PHEP Capabilities.[1]

(2) Assess Local Public Health Emergency Risks and Hazards: Participate in or complete one of the risk assessments described in PE-12 in FY24-25 and then at least every two years after. The risk assessments must inform OHA's Multi-Year Integrated Preparedness Plan and identify scenarios for required exercises.

(3) By June 30, 2025, participate with OHA, other CRI LPHAs and Regional CRI Program in OHA's Multi-Year Integrated Preparedness Plan that reflects CRI county risk and prioritizes engagement with communities that may be disproportionately impacted by disasters. Relevant input from partners must be included to ensure communities of focus identified in the risk assessment are included in the MYIPP.

(4) Conduct media monitoring and communication surveillance activities, develop approaches for regular media outreach and identify opportunities to build trust and address misinformation and disinformation in accordance with the CDC PHEP Capabilities.[1]

(5) By June 30, 2025, develop a schedule to complete the following exercises by June 30, 2029. In partnership with OHA, the Regional CRI Program may lead each of the following exercises for the CRI region or support individual counties to complete the requirements.

(a) **Standalone Discussion-Based Exercises**: Each of these exercises may be planned as either a seminar, workshop, or tabletop exercise.

i. **Administrative preparedness**: Discuss the various fiscal, legal, and administrative authorities and practices governing funding, procurement, contracting, and hiring. Discuss how these authorities can be modified, accelerated, and streamlined during an emergency to support public health preparedness, response, and recovery efforts at state, territorial, local, and tribal levels of government.

ii. **Chemical Incident**: Bring first responder partners together with public health, public health chemical laboratories, emergency management, environmental health programs, and hospital preparedness staff to discuss potential public health roles, functions, and countermeasures when responding to large-scale chemical incident.

iii. **Radiological/Nuclear Incident**: Discuss the various aspects of public health response operations during a radiological/nuclear incident within the LPHA's jurisdiction. Discuss potential public health roles, functions, and countermeasures when responding to a large-scale radiological incident.

iv. **Natural Disasters**: Discuss the various aspects of public health response operations during potential natural disasters and climate- related public health impacts within your jurisdiction. Discuss potential public health roles and functions when responding to and recovering from a natural disaster.

(b) **Biological Exercise Series:** The Biological Exercise Series should be conducted in order.

i. **Biological Incident Discussion-Based Exercise**: Exercise may be planned as either a seminar, workshop, or tabletop exercise. Bring first responder partners together with public health and public health biological laboratories, emergency management, environmental health programs, and hospital preparedness staff to discuss potential public health roles, functions, and countermeasures when responding to a large-scale biological incident including pandemic influenza.

ii. **Biological Incident Functional Exercise:** Validate and evaluate the various aspects of a public health response to a biological incident. Exercise dispensing, administration (throughput), and distribution. Exercise may not be combined with capstone functional exercise. Seasonal influenza clinics may not be used to meet this requirement.

(c) **Capstone Exercise Series:** The scenario for the capstone exercises should be the same throughout the series and be based on one of the risks identified in the PE-12 risk assessment. Exercises in the series should be conducted in order.

i. **Capstone Discussion-Based Exercise:** Exercise may be planned as either a seminar, workshop, or tabletop exercise. Discuss the various aspects associated with conducting the capstone (full-scale) exercise during this period of performance. The capstone exercise may focus on biological, chemical, radiological/nuclear, natural disasters, or other jurisdictional risks. Biological, chemical, radiological and natural disaster discussion-based exercises may be used to meet the Capstone requirement if one of those scenarios is chosen for the capstone series as part of the Risk Assessment.

ii. **Capstone Drill:** Select and test one, specific operation or function critical to the success of the full-scale exercise.

iii. **Capstone Functional Exercise:** Validate and evaluate multiple response capabilities critical to the success of the capstone exercise. Exercise may not be combined with biological incident functional exercise.

iv. **Capstone Full-Scale Exercise:** Test the LPHA's jurisdiction's ability to fully operationalize the response plans to the risk selected in the PE-12 risk assessment.

(d) Exercises should include:

i. Critical response and recovery partners and communities within the CRI region,

ii. Relevant state and tribal agencies where appropriate and feasible, and

iii. Additional partners and jurisdictions may also be invited to participate, with the agreement of CRI LPHA and with additional coordination support from OHA.

(e) CRI LPHA may be required to submit After-Action Reports, Improvement Plans and/or other exercise documentation at OHA's request for submission to CDC.

(f) Regional CRI program will make all regionally developed exercise materials available to OHA for expanded use by other jurisdictions.

(g) Each exercise will be conducted once in the 5-year PHEP Cooperative Agreement[3] performance period.

(h) Exercises may be conducted individually by each county or regionally.

(i) Exercises may not be combined with other exercises, except the Capstone Discussion Based Exercise, as noted above.

f. Public Health Preparedness Capabilities Requirements.

The capabilities, functions and tasks require in this PE-02 correspond with the capabilities, functions, and tasks located in the Public Health Preparedness Capabilities.[1] Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program (HPP) priority capabilities.[6]

g. 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 currently.

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

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

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

c. **CRI Coordination.** CRI LPHA shall collaborate with Regional CRI Coordinator, housed in Washington County, on all CRI activities. The Regional CRI Coordinator will be OHA's primary point of contact for CRI Program and the CRI LPHA, or their designee, will be OHA's primary point of contact for PE-02 concerns.

6. General Revenue and Expense Reporting. Participating CRI LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-element. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. Program Reporting Requirements.

a. By April 15 of each year, using estimated award amounts and detailing expected costs of operating the Regional CRI Program during the period of July 1 through June 30 of the following year, the Regional CRI Coordinator will propose a budget for the Regional CRI Program and CRI LPHA to the CRI LPHA using a funding formula approved by CRI LPHA. Upon approval by all CRI LPHAs, Regional CRI Coordinator will submit PE-02 funding amounts to OHA State MCM Coordinator and OHA Region 1 PHEP REC. OHA will notify CRI LPHAs of final awards for the fiscal year on or after July 1st when Notice of Award is received by the Federal Funder (CDC). CRI LPHAs must submit a budget to OHA by August 15 of each year, using actual award amounts provided by OHA and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year.

b. [Washington County **ONLY**] The award of funds under this Agreement to Washington County LPHA must include funds to assist in the implementation of the Regional CRI Program requirements as outlined in this Program Element throughout the Regional CRI Program. Washington County LPHA shall use the portion of the CRI award designated by the LPHAs in the CRI jurisdiction, to maintain Regional CRI staffing that will work under guidance from CRI LPHAs and with technical assistance from OHA.

c. CRI LPHA must, at minimum, participate in monthly CRI meetings that include, at minimum, Regional CRI Program staff, a representative from each CRI LPHA, the OHA Region 1 PHEP REC and the OHA State MCM Coordinator.

d. CRI funding is not guaranteed as carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

e. Mid-year check-ins and end of year PHEPR Work Plan reviews. CRI LPHA must complete PE-02 and PE-12 PHEPR Work Plan updates prior to the end-of-year review. Check-ins and end of year reviews are conducted by the OHA Region 1 PHEP REC with support from the Regional CRI Coordinator.

(1) Mid-year work plan check-ins may be conducted between October 1 and March 31.

(2) End of year work plan reviews may be conducted between April 1 and August 15.

8. Performance Measures.

LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and will be evaluated by PE12 End of Year Review.

Attachment 1 - CRI Local Program Budget

Cities Readiness Initiative Annual Budget

[Enter County Name]

July 1, 2025 - June 30, 2026

				Total
PERSONNEL			Subtotal	**$0**
	List as an Annual Salary	% FTE based on 12 months	0	
Position 1 with details			0	
			0	
Position 2 with details			0	
			0	
Position 3 with details			0	
Position 4 with details			0	
Fringe Benefits @ _____			0	
TRAVEL				**$0**
Total In-State Travel:				
Hotel Costs: **Per Diem Costs:** **Mileage:** **Registration Costs:** **Misc. Costs:**				
Out-of-State Travel:		$0		
Air Travel Costs: **Hotel Costs:** **Per Diem Costs:** **Mileage or Car Rental Costs:** **Registration Costs:** **Misc. Costs:**				
CAPITAL EQUIPMENT (individual items that cost $5,000 or more)		$0		**$0**
SUPPLIES		$0		**$0**

CONTRACTUAL (list each Contract separately and provide a brief description)	$0		**$0**
OTHER	$0		**$0**
TOTAL DIRECT CHARGES			**$0**
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):			**$0**
TOTAL BUDGET:			**$0**

Prepared by:

NOTES:

Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of $62,500 (annual salary) which would compute to the sub-total column as $50,000

% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE

Attachment 2 - Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

a. Reasonable program purposes, including personnel, travel, supplies, and services.

b. To supplement but not supplant existing state or federal funds for activities described in the budget.

c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.

d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.

e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).

f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.

g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.

h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.

i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards.

Subject to CDC grant requirements, funds may not be used for the following:

a. Research.

b. Clinical care, except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."

c. The purchase of furniture or equipment - unless clearly identified in grant application approved by CDC.

d. Reimbursement of pre-award costs (unless approved by CDC in writing).

e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

f. 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 any legislative body.

g. Construction or major renovations.

h. Payment or reimbursement of backfilling costs for staff.

i. Paying the salary of an individual at a rate in excess of Executive Level II or $187,000.00 per year.

j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.

k. The purchase or support of animals for labs, including mice.

l. The purchase of a house or other living quarter for those under quarantine.

m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

Attachment 3 - References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities.* Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from https://www.cdc.gov/readiness/media/pdfs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf

2. Oregon Public Health Division (September 2017) *Public Health Modernization Manual.* Retrieved from https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf 58-62

3. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement)* Retrieved from: https://www.cdc.gov/orr/readiness/phep/index.htm .

4. Presidential Policy Directive-8: National Preparedness (2011). Retrieved from https://www.dhs.gov/presidential-policy-directive-8-national-preparedness

5. Homeland Security (2020). Homeland Security Exercise and Evaluation Program (HSEEP). Retrieved from https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf.

6. Office of the Assistant Secretary for Preparedness and Response (November 2016). 2017-2022 Health Care Preparedness and Response Capabilities. Retrieved from https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/ASPR-Preparedness-Response-Capabilities-FactSheet-508.pdf.

7. Administration for Strategic Preparedness & Response. Strategic National Stockpile. Retrieved from https://aspr.hhs.gov/SNS/Pages/default.aspx.

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and OAR 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 for TB Case Management Services (including contact investigation) and B-waiver Follow-Up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's TB investigation and control efforts and are not intended to be the sole funding for LPHA's TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born persons in Oregon to 0.4 Cases per 100,000 by 2025.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to TB Services

a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.

b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.

c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.

d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease Latent TB Infection, or an abnormal chest x-ray finding suggestive of TB with negative sputum smears and culture results.

e. **B-waiver Follow-Up:** B-waiver Follow-Up includes initial attempts by the LPHA to locate the B- waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.

f. **Case:** A Case is an individual, as defined in OAR 333-017-000 who has been diagnosed by a health care provider, 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.

g. **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.

h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.

i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB. May be completed in person or by video (VDOT, eDOT) or other technology deemed appropriate by OHA.

j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in the definition of Medical Evaluation, below, or in the OHA Tuberculosis Investigative Guidelines.

k. **Interjurisdictional Transfer**: A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.

l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at: http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf.

m. **Latent TB Infection (LTBI):** TB infection in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.

n. **Medical Evaluation:** A complete medical examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.

o. **Suspected Case:** A Suspected Case, as defined in OAR 333-017-0000, is an individual whose illness is thought by a health care provider, 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.

p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Population Health / Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measure:

Not applicable

4. Procedural and Operational Requirements.

By accepting fee-for-service (FFS) funds to provide TB Case Management Services or B-waiver Follow-Up, LPHA agrees to conduct activities in accordance with the following requirements:

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

b. LPHA will receive $3500 for each new case of Active TB disease counted in Oregon and documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive $300 for each new B-waiver Follow-Up.

c. TB Case Management Services. LPHA's TB Case Management Services must include the following minimum components:

(1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

(2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Evaluations 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 Evaluation, as necessary.

(3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.

(4) DOT (including VDOT or eDOT) is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.

(5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.

(6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.

(a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).

(b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.

(7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.

(8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).

d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.

f. LPHA must accept B-waiver Immigrants and Interjurisdictional Transfers for Medical Evaluation and follow-up, as appropriate for LPHA capabilities.

g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element

and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

5. General Revenue and Expense Reporting.

In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver Follow-Ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS funds to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Program Reporting Requirements.

LPHA must prepare and submit the following reports to OHA:

a. LPHA must notify OHA's TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA's ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/COMMUNICABLEDISEASE/TUBER CULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.

b. LPHA must submit data regarding Contact investigations via ORPHEUS or other mechanism deemed acceptable by OHA. Contact investigations are not required for strictly extrapulmonary cases.

7. Performance Measures.

If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% 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 interviewed to elicit Contacts.**

c. For Contacts of sputum AFB smear-positive TB Cases, **94.0% will be evaluated for infection and disease.**

d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **92.0% will start treatment.**

e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **93.0% will complete treatment**.

f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **99% will have a sputum culture result reported.**

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities[1] and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework.[13]

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. [2]. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: "A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies."

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Public Health Emergency Preparedness and Response.

a. Access and Functional Needs: Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,[3] including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,[4] people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing houselessness.[5]

b. Base Plan: A plan that is maintained by the LPHA describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA's disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature. The County Emergency Operations Plan (EOP) ESF8 Annex may specify **which health and medical agencies are responsible for what activities** (including the LPHA); the Public Health All-Hazards Base Plan specifies **how the LPHA will conduct its operations** during a response. The County EOP ESF8 Annex and the Public Health All-Hazards Base Plan may be the same document but maintained by PHEPR funded staff.

c. Budget Period: The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.

d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.[1]

f. **Due Date:** If a due date falls on a weekend or holiday, the due date will be the next business day following.

g. **Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.[6] Examples of historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.

h. **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 other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.

i. **Health Security, Preparedness, and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and The Nine Federally Recognized Tribes of Oregon to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.

j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.

k. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.

l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. [7]

m. **Public Information Officer (PIO)**: The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.[8]

n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.[9]

o. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

p. **Regional Emergency Coordinator (REC)**: Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Planning	X	X	X	X		X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X
Training and Education	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators**:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Submit a local program plan and local program budget to OHA for approval by August 15 of every year. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA HSPR will provide to LPHA. LPHA must also use the OHA PHEPR budget template which is set forth in Attachment 1 to this Program Element description. Once approved, the local program plan and local program budget are incorporated herein by this reference.

The local program plan should focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, work plans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.[2] Notwithstanding any other provision of this Program Element, LPHA will not unlawfully discriminate against anyone on the basis of including but not limited to: race, color, national origin, sex (includes pregnancy-related conditions), sexual orientation (includes gender identity), marital status, religion, disability, age, or veteran status.

b. Engage in activities as described in its OHA-approved local program plan.

c. Use funds for this Program Element in accordance with its OHA-approved local program budget.

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

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

(2) Non-Supplantation. Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.

(3) Public Health Preparedness Staffing. LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be OHA HSPR's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.

(4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.

(5) **Modifications to Budget.** Modifications to the budget exceeding a total of $5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.

(6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.

(7) **Unspent funds**. PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners to include, but not limited to, The Nine Federally Recognized Tribes of Oregon, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.[10]

(1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.

(2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.

(3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:[10]

(a) Prioritizing health equity as referenced in Section 4.a.

(b) Coordination with community-based organizations.

(c) Development or expansion of child-focused planning and partnerships.

(d) Engaging field/area office on aging.

(e) Engaging behavioral health partners.

(4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the work plan minimum requirements (including collaborating with OHA HSPR on statewide Multi-Year Integrated Preparedness Plan requirements) which OHA HSPR has provided to LPHA.

(5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.[10]

(6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response, and recovery efforts. Portfolio

must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.

e. **Assessing Local Public Health Emergency Risks and Hazards:** LPHA must participate in or complete one of the following at least every two years.

(1) Health Care Coalition Hazard Vulnerability Assessment

(2) Public Health Climate Related Risk Assessment

(3) Public Health Emergency Risk Assessment utilizing a HSPR provided or approved template

(4) The County's Hazard or Risk Assessment process e.g., Natural Hazard Mitigation Plan (NHMP), Hazard Vulnerability Assessment (HVA), or Threat and Hazard Identification and Risk Assessment (THIRA)

f. **PHEPR Work Plan:** LPHA must annually submit to HSPR on or before September 15, an annual work plan update. PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:

(1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.

(a) Planning

(b) Training and education

(c) Exercises

(d) Community Education and Outreach and Partner Collaboration

(e) Administrative and Fiscal activities

(2) Activities should include or address health equity considerations as outlined in Section 4.a.

(3) Local public health leadership will review and approve PHEPR Work Plans.

g. **PHEPR Work Plan Performance**: LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, the LPHA may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA HSPR has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

h. **24/7/365 Emergency Contact Capability**.

(1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report diseases and public health emergencies within the LPHA service area.

(a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message.

(b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.[2]

(c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call. .

(2) An LPHA official should respond within 60 minutes, to calls received on 24/7/365 telephone number.

(a) LPHA must self-report in their work plan an annual test or real-world utilization during an emergency or incident of their 24/7/365 telephone line and results of a call, including any needed improvements to the process.

(b) LPHAs can request HSPR conduct a test on their behalf.

(c) LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

(d) LPHAs are encouraged to document their 24/7/365 procedure or process in the Base Plan.

i. HAN

(1) A HAN Administrator must be appointed for the LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.

(2) The HAN Administrator must:

(a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.

(b) Complete appropriate HAN training for their role.

(c) Coordinate with the State HAN Coordinator to ensure roles are correctly assigned within each county.

(d) Facilitate in the development of the HAN accounts for new LPHA users

(e) Ensure local HAN user and county role directory is maintained to include at a minimum of Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator (PHEPR), PIO, local HAN Administrator, and Public Health Director/Administrator (add, modify and delete users, and ensure they have the correct level of access) HAN Administrator must review LPHA HAN users two times annually including adding and deleting users and add dates of review in work plan.

(f) Act as a single point of contact for all LPHA HAN issues, user groups, and training.

(g) Serve as the LPHA authority on all HAN related access (excluding hospitals and The Nine Federally Recognized Tribes of Oregon).

(h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.

(i) Perform general administration for all local implementation of the HAN system in their respective organizations.

j. Exercise Requirements: [1] LPHA must include at least one exercise per year (a qualifying incident may substitute for an exercise) as part of their annual work plan update. The series of exercises and training requirements identified within the work plan constitute the Multi-Year Integrated Preparedness Plan (MYIPP).

(1) For an exercise or incident to qualify under this requirement the exercise or incident must follow the below process:

(a) Exercise:

LPHA must:

- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(2) Additional Exercise Requirements:

(a) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.

(b) Address health equity considerations as outlined in Section 4.a.

(c) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).

(d) LPHA must work with Emergency Management to align with Emergency Management's Integrated Preparedness Plan, local health care partners and other community partners to integrate exercises, as appropriate.

(e) Identify a cycle of exercises that increase in complexity, address gaps, and/or test different capabilities over a three-year period. Exercises on the same hazard, capability, or plan over consecutive years should progress from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises).

(f) Participation in a HSPR-led exercise, when scheduled, is strongly encouraged by PHEPR funded staff.

(g) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.[2]

k. **Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.[7] Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,[1] the Public Health Accreditation Board[9], and the National Incident Management System.[7]

(1) The training portion of the work plan must:

(a) Orient new LPHA staff to public health emergency preparedness as a program and its role as a foundational capability per modernization.

(b) Identify and train appropriate LPHA staff [11] to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

l. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

(1) LPHA must establish and maintain at a minimum the following plans, which combined constitute an ESF8 Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan or another name as decided by the LPHA:

(a) Base Plan.

(b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.12

(c) Continuity of Operations Plan (COOP)10

(d) Communications and Information Plan.

(2) All plans, annexes, and appendices must:

(a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,

(b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local and regionally identified hazards,

(c) Comply with the NIMS,7

(d) Include a record of changes that includes a brief description, the date, and the author of the change made, and

(e) Include health equity considerations as outlined in Section 4b.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 30

6. Program Reporting Requirements.

a. PHEPR Work Plan. LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

b. Mid-year check-ins and end of year PHEPR Work Plan reviews. LPHA must complete PHEPR Work Plan updates prior to the end-of-year review.

(1) Mid-year work plan check-ins may be conducted between October 1 and March 31.

(2) End of year work plan reviews may be conducted between April 1 and August 15.

c. Triennial Review. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be replaced with a Triennial Review when it falls within the end-of-year review period. This Agreement will be integrated into the Triennial Review Process.

7. Performance Measures: LPHA will progress local, regional, and statewide emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework and is evaluated by End of Year and Triennial Reviews.[1, 13]

ATTACHMENT 1*[1]

PHEPR Program Annual Budget

_____ County

				Total PHEPR Funds	Total Other funds
PERSONNEL			Subtotal	$0	
	List as an Annual Salary	% FTE based on 12 months	0		
(Position Title and Name)			0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.					
			0		
			0		
			0		
Fringe Benefits @ (__)% of describe rate or method			0		
TRAVEL		Subtotal		$0	
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		$0			
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		$0			
Air Travel Costs:					
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
CAPITAL EQUIPMENT (individual items that cost $5,000 or more)		$0		$0	
SUPPLIES		$0		$0	
CONTRACTUAL (list each Contract separately and provide a brief description)		$0		$0	
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
OTHER		$0		$0	
TOTAL DIRECT CHARGES				$0	$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method				$0	
TOTAL BUDGET:				$0	$0

Date, Name and phone number of person who prepared budget

NOTES:

Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of $62,500 (annual salary) which would computer to the sub-total column as $50,000

% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE

* A fillable template is available from a HSPR REC

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

- **a.** Reasonable program purposes, including personnel, travel, supplies, and services.
- **b.** To supplement but not supplant existing state or federal funds for activities described in the budget.
- **c.** To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- **d.** For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- **e.** For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- **f.** To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- **g.** To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- **h.** To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- **i.** To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

- **a.** Research.
- **b.** Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- **c.** The purchase of furniture or equipment - unless clearly identified in grant application.
- **d.** Reimbursement of pre-award costs (unless approved by CDC in writing).
- **e.** Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- **f.** 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 any legislative body.
- **g.** Construction or major renovations.
- **h.** Payment or reimbursement of backfilling costs for staff.
- **i.** Paying the salary of an individual at a rate in excess of Executive Level II or $187,000.00 per year.
- **j.** The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- **k.** The purchase or support of animals for labs, including mice.
- **l.** The purchase of a house or other living quarter for those under quarantine.
- **m.** To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3*

Incident/Exercise Summary Report

Notification *Exercise: Due 30 Days Before Exercise* *Incident: Within 48 hours of notification of incident requiring a response*				
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant		**Date(s) of LPHA Play:**	Dates of Play
Scope **Type of Exercise/Event:**	☐ Drill	☐ Functional Exercise	☐ Planned Event/Training	
	☐ Tabletop Exercise	☐ Full Scale Exercise	☐ Incident/Declared Emergency	
Participating Organizations:	List all the names (if available) and agencies participating in your exercise			
Duration:	How long will the exercise last? Or start/end time		**Location**	Location of exercise, if known
Objectives:	List 1 to 3 SMART objectives			
Primary Activities:	List primary activities to be conducted with this incident or exercise			
Design Team:	List people who are participating in designing the exercise by name, agency			
Point of Contact:	Typically, the PHEP Coordinator's name		**LPHA or Tribe:**	Agency Name
POC Email:	Enter POC's email address		**Phone:**	Phone

Capabilities Addressed	
BIOSURVEILLANCE ☐ 12: Public Health Laboratory Testing ☐ 13: Public Health Surveillance and Epidemiological Investigation **COMMUNITY RESILIENCE** ☐ 1: Community Preparedness ☐ 2: Community Recovery **COUNTERMEASURES AND MITIGATION** ☐ 8: Medical Countermeasure Dispensing and Administration ☐ 9: Medical Materiel Management and Distribution ☐ 11: Nonpharmaceutical Interventions ☐ 14: Responder Safety and Health	**INCIDENT MANAGEMENT** ☐ 3: Emergency Operations Coordination **INFORMATION MANAGEMENT** ☐ 4: Emergency Public Information and Warning ☐ 6: Information Sharing **SURGE MANAGEMENT** ☐ 5: Fatality Management ☐ 7: Mass Care ☐ 10: Medical Surge ☐ 15: Volunteer Management

After Action Report *To be completed within 60 days of exercise or incident completion*	
Strengths:	What were the strengths identified during this exercise or incident?
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.

Improvement Plan *To be completed with action review and submitted to liaison within 60 days of exercise or incident completion*				
Name of Event or Exercise	Name of Exercise or Incident		**Date(s)**	Date(s) of Exercise or Incident
CDC Public Health Capability Addressed	**Issue(s)/Area(s) of Improvement**	**Corrective Action**	**Timeframe**	**Date Completed**
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

References

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:

a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.

(1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.

(2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.

b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.

c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.

d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.

e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, 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. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working

together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy, as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
				Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						

Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Submit local program plan and local program budget to OHA for approval at a time determined by OHA. OHA will supply the required format and current service data for use in completing the plans.

Local program budget may include direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not include other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.

b. Engage in activities as described in its local program plan, which has been approved by OHA and is incorporated herein with this reference. Modifications to the plans may only be made with OHA approval.

c. Ensure that LPHA leadership is appropriately involved and 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.

d. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modifications to the local program budget may only be made with OHA approval.

e. Attend all TPEP meetings reasonably required by OHA.

f. Comply with OHA's TPEP Guidelines and Policies.

g. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

h. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period 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. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. Performance Measures.

If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

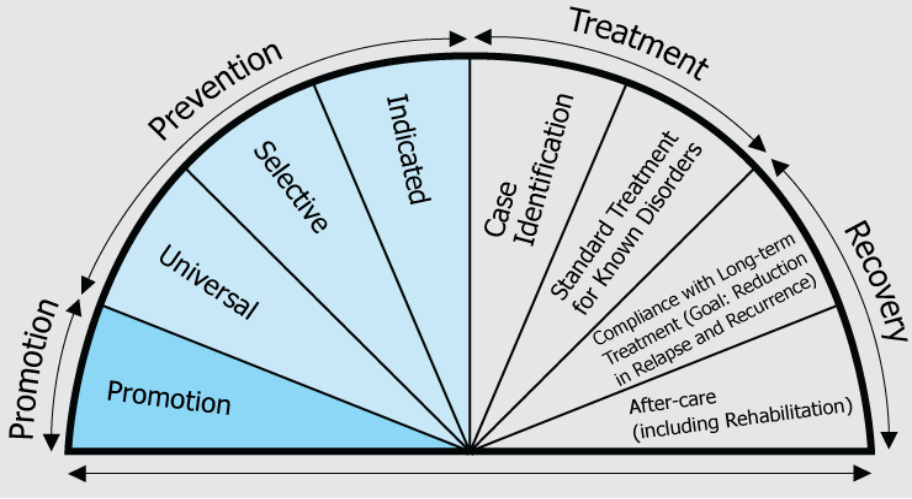
1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP).

ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

a. Information Dissemination;

b. Prevention Education;

c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;

d. Community Based Processes;

e. Environmental/Social Policy; and

f. Problem Identification and Referral.

This Program Element contains two sub-elements:

a. Alcohol and Drug Prevention and Education Program (ADPEP) funding (PE 36)

b. The Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention (PE 36-01 funding to support LPHAs to bolster workforce capacity and evidence-based primary prevention strategies for substance use, substance use disorder, and overdose).

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to this Program Element

Not applicable

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Information Dissemination		*		X	X	X	X	X	X	X	X	
Prevention Education		*		X	X	X	X	X	X	X	X	
Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives		*		X		X	X	X	X	X	X	
Community Based Processes		*		X		X	X	X	X	X	X	

Environmental/Social Policy		*	X	X		X	X	X	X	X	X	
Problem Identification and Referral		*		X	X	X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Requirements that apply to PE 36 Alcohol and Drug Prevention and Education Program (ADPEP) funding:

LPHA must:

(1) Submit to OHA, on a timeline proposed by OHA its local program budget and a Biennial Local Alcohol and Other Drug Prevention Program Plan, as outlined in the biennial program plan guidance, which details strategies to be implemented, as outlined in Section 4.a.(2), of this Program Element, for OHA approval. Once approved by OHA, the local program budget is incorporated herein by this reference.

(2) Engage in activities, throughout the biennium, in accordance with its Biennial Local Alcohol and Other Drug Prevention Program Plan, which has been approved by OHA and incorporated herein with this reference, including but not limited to, the following types of activities:

(a) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));

(b) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);

(c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);

(d) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);

(e) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);

(f) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).

(3) Use funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval

(a) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within budget categories and line items. Modification to the local program budget exceeding 10% of the cumulative award amount between or within the budget categories and line items may only be made with prior written approval from OHA.

(b) Consistent with the OHA-approved local program budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Program Element and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Program Element. Travel to attend out of state events or conferences is permitted if content is applicable to the Biennial Local Alcohol and Other Drug Prevention Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

b. Requirements that apply to PE 36-01 Opioid Settlement Prevention, Treatment and Recovery (OSTPR) Board Primary Prevention funding:

(1) Submit to OHA, on a timeline proposed by OHA, a local program budget and a Substance Use Primary Prevention local program plan which details strategies to be implemented, as outlined in Section 4.b.(2), of this Program Element, to prevent substance use, substance use disorder and overdose. Once approved by OHA, the local program budget is incorporated herein by this reference

(2) Engage in activities in accordance with the OHA-approved Substance Use Primary Prevention local program plan, by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. The activities may include but are not limited to:

(a) Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness).

(b) Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities).

(c) Increase strategies that target affordable housing, education and employment.

(d) Develop targeted outreach or media campaigns.

(e) Increase workforce development and training for primary prevention.

(3) Use of funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval.

(a) Budget adjustments of up to 10% of the PE 36-01 award amount are allowable between or within Local Program Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the PE 36-01 award amount between or within the Local Program Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.

(b) Consistent with the OHA-approved Local Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

c. LPHA must coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.

d. LPHA must participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

a. For PE 36, LPHA must:

(1) Report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA's OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).

(2) Submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

b. For PE 36-01, LPHA must:

(3) Submit written Progress Reports to OHA using forms and procedures provided by OHA to describe results and progress toward achieving the goals and objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Substance Use Primary Prevention Local Program Plan, as well as any obstacles encountered, successes and lessons learned. These reports must be submitted to OHA biannually on the following schedule:

Reporting Period	Due Date
July 1 – December 31	January 30
January 1 – June 30	July 30

7. Performance Measures.

a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.

c. If LPHA completes fewer than 75% of the planned primary prevention activities in its OHA-approved Substance Use Primary Prevention Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Nutrition and Health Screening (WIC)

Description of Program Element.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver Special Supplemental Nutrition Program for Women, Infants and Children services ("**WIC Services**"), Farm Direct Nutrition Program services ("**FDNP Services**"), and Breastfeeding Peer Counseling Program services ("**BFPC Services**").

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

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

A. General ("WIC") Services

1. Description of WIC Services.

WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

2. Definitions Specific to WIC Services

a. **Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.

b. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA's Caseload management performance and is used in determining NSA funding for LPHA.

c. **Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.

d. **Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.

e. **Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.

g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.

h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.

i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as "eWIC".

j. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.

k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.

l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.

m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.

m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.

n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

o. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.

p. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.

q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.

r. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:

(1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;

(2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;

(3) Compilation and analysis of WIC Services data including Participant and vendor information; and

(4) Oversight and assurance of WIC Services integrity.

s. TWIST User Training Manual: The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.

t. WIC: The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.

u. WIC Manual: The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA and located at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
WIC Services: Nutrition Education		*		X	X	X	X	X	X		X	

Program Components	Foundational Program					Foundational Capabilities						
WIC Services: Breastfeeding Education and Support		*		X	X	X	X	X	X		X	
WIC Services: Referrals and Access to Care	X	X		X	*		X	X				
WIC Services: Provision of Supplemental Foods		X		X	*		X					
FDNP Services		X		X	*		X					
BFPC Services		*		X	X		X				X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Measures:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. WIC services need to be provided in such a manner as to allow timely access to program services by WIC Participants By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Staffing Requirements and Staff Qualifications—Competent Professional Authority.

LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement that was approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and was reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement).

A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy 660 in the WIC Manual located here: https://www.oregon.gov/OHA/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition and Breastfeeding Education and prescribe appropriate Supplemental Foods.

b. Staffing Requirements and Staff Qualifications— Nutritionist.

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance

Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. General WIC Services Requirements.

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

(2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.

(3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.

(4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.

(5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)

(6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.

(7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services 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 Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

(8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.

(9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.

b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.

c. Annual WIC budget projection for the following state fiscal year.

d. Nutrition Services Plan.

7. Performance Measures.

a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any 12-month period.

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

B. Farm Direct Nutrition Program (FDNP) Services.

1. General Description of FDNP Services.

FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive vouchers that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.

2. Definitions Specific to FDNP Services.

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

a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and cut culinary herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.

b. **Farmers Market:** Group of producers, including local farmers who grow fruits, vegetable, or culinary herbs, who assemble at a defined location for the purpose of selling their produce directly to consumers.

c. **FDNP Season:** June 1 – November 30.

d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.

e. **FDNP:** The WIC Farm Direct Nutrition Program (known federally as the Farmers Market Nutrition Program) authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.

f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.

g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants older than 4 months of age and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.

3. Procedural and Operational Requirements for FDNP Services.

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

a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.

b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:

(1) **Voucher Distribution:** OHA will deliver FDNP vouchers s to LPHA who will be responsible for distribution of these vouchers to Recipients. Each Recipient

must be issued one packet of vouchers after confirmation of eligibility status. The number of voucher packets allowed per family will be announced before each Season begins.

(2) **Recipient Education:** Vouchers must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with vouchers. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.

(3) **Security:** Vouchers must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked vouchers.

(4) **Voucher Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.

(5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual

(6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

4. Reporting Requirements.

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

C. Breastfeeding Peer Counseling (BFPC) Services

1. General Description of BFPC Services.

The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals at specific intervals, primarily through an LPHA Peer Counselor, to pregnant and Breastfeeding Participants who are participating in the BFPC Program.

2. Definitions Specific to BFPC Services.

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

a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.

b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.

c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual. The BFPC Coordinator must be a Board Certified Lactation Consultant (IBCLC).

d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.

e. **Peer Counselor:** A peer support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.

f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

3. Procedural and Operational Requirements of the BFPC Services.

All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

a. Staffing Requirements and Staff Qualifications.

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

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

b. General BFPC Service Requirements

(1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.

(2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.

(3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.

(4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.

(5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.

(6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.

(7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.

(8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.

(9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

(10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.

(11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.

(12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.

b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements.

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.

b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Family and Child Health (FCH) Section

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

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

a. Title V MCH Block Grant Services;

b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;

c. Oregon MothersCare (OMC) Services; and

d. FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership).

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

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C, Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.

a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.

b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for people during the perinatal time period, infants, children and adolescents.

c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant people as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.

d. **FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership):** The primary goal of FCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of perinatal people, caregivers, and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not Applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. General Requirements

(1) Data Collection. LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.

(2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.

(3) Funding Limitations. Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) MCH Title V (PE42-11):

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section 4.b.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

(b) MCAH Perinatal, Child and Adolescent Health General Funds and Title XIX General Funds (PE42-03): a. Funds must be used for public health services for people during the perinatal period (one year prior to conception through two years postpartum), infants, children or adolescents. b. Funds shall not be used as match for any federal funding source

(c) MCAH Babies First! General Funds (PE42-04): Funds are limited to expenditures for FCH PHN Home Visiting Services (Babies First!, Nurse Family Partnership).

(d) **MCAH Oregon MothersCare Title V (PE42-12):** Funds must be used for implementing OMC.

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) 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 assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

(a) Rationale for priorities selected reflecting the health needs of the MCAH population;

(b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;

(c) Plan to measure progress and outcomes of the Title V funded activities;

(d) Prior year use of Title V funds; and

(e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

(a) Oregon's current Title V MCH Block Grant Application including:

i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross- Cutting or Systems.

ii. Oregon's evidence-based/informed Title V strategies and measures

iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

(1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:

(a) Title V MCH Block Grant Services as described above.

(b) Preconception health 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.

(c) Perinatal health services such as FCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.

(d) Infant and child health services such as FCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

(e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.

(2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant people.

(3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

(4) LPHA must assist all people seeking OMC Services in accessing prenatal services as follows:

(a) Provide follow up services to clients and people who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.

(b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.

(5) LPHA must make available OMC Services to all pregnant people within the county. Special outreach shall be directed to low-income people and people who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.

(6) LPHA must make available to all low-income pregnant people and all pregnant people within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.

(7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

e. FCH PHN Home Visiting Services (Babies First!, and Nurse Family Partnership) Services. All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.

(1) Staffing Requirements and Staff Qualifications

(a) Babies First!

i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Family and Child Health Section.

ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.

iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an FCH Nurse Consultant and approved by an FCH Section manager must be in place.

iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

(b) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

(a) Babies First!: services may be provided to eligible perinatal people, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Family and Child Health Section.

(b) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

(3) Nursing Practice. All PHNs working in the Babies First! or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.

(5) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

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

If LHA provides FCH PHN Home Visiting Services using these funds, see reporting obligations for FCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LHA provides FCH PHN Home Visiting services using these funds, see reporting obligations for FCH PHN Home Visiting Services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for FCH PHN Home Visiting Services (Babies First! and Nurse Family Partnership Services).

(1) For all individuals who receive FCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

(2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

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

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/ Adolescent Health, ScreenWise & Reproductive Health

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

   Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2022 Oregon Student Health Survey, about 39% of both 8th and 11th graders said they had not seen a doctor or nurse for a check-up in the past year. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

   This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to School-Based Health Centers.**

   a. **Biennium:** June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

   b. **Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

   c. **School-Based Health Center ("SBHC"):** has the meaning given the term in ORS 413.225

   d. **SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification, Version 4 are found at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
SBHC Standards for Certification Compliance	X	X		X	*	X	X	X	X	X		
Mental Health Expansion Grants		X		X	*	X	X	X	X	X		
School-Linked Telehealth Grant		X		X	*	X	X	X	X	X		

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Use funds provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

b. Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243

c. The SBHC Standards for Certification, Version 4 including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

d. Provide oversight and technical assistance so that each SBHC in the LPHA's jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

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

f. This Section 4.f. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA agrees to conduct Mental Health Expansion Grant activities in accordance with the following requirements:

(1) Use funds provided under this Agreement to support mental health staff capacity (FTE) within the school-based health center system. Funding can used to support multiple positions within each SBHC. Funding must be used to provide Culturally and Linguistically Responsive Health Services that are inclusive and welcoming for youth from diverse backgrounds.

(2) Use funds in compliance with the full list of SBHC Mental Health Expansion Grant award requirements that are posted on the OHA website: https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/mh-expansion-grant.aspx

g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA agrees to conduct School-Linked Telehealth Grant activities in accordance with the following requirements:

(1) SBHC must be the distant site (i.e., where the provider is located) that provides telehealth in originating sites (i.e., where the patient is receiving the telehealth service) that are schools without SBHCs as outlined in HB 2591 (Chapter 619, Or Laws, 2021).

(2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:

(a) Supporting staffing, the purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and

(b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.

(3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the OHA SBHC State Program Office (SPO).

h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these one-time grant funding opportunities become available.

(1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.

(2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement each quarter of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).

b. LPHA must submit annual SBHC financial data via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).

c. LPHA must submit annual hours of operation and staffing via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.

d. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at http://www.sbh4all.org/

e. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.

f. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings with the SPO and submit annual narrative grant reports. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports.

g. If LPHA received a School-Linked Telehealth Grant, LPHA must submit a mid-project report and a final project report. OHA will work with the LPHA to supply the due date and required format for the reports.

7. Performance Measures.

Not applicable

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetics & Reproductive Health Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below.

Funds provided through this Program Element support LPHA's efforts in developing and sustaining community-wide partnerships and assurance of access to culturally responsive, high-quality, and evidence-based reproductive health services.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals' ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.
This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Reproductive Health.

Not applicable.

3. Program with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
				Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						

Partnerships and Community Engagement				*			X	X	X	X		
Gaps and Barriers to RH Services		X		*			X	X	X			
Programmatic and/or Policy Solutions		X		*			X	X		X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not Applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Submit local program plan and local program budget to OHA for approval by July 1 of every year. Once approved, the local program plan and local program budget become incorporated herein by reference.

b. Engage in activities as described in its OHA- approved local program plan.

c. LPHA must develop its local program plan as follows:

(1) The local program plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.

(2) The local program plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community

(3) The local program plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.

(4) The local program plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions

(5) OHA will review and approve all local program plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.

d. Use funds for this Program Element in accordance with its OHA-approved local program budget, which has been approved by OHA.

e. LPHA must use the Local Program Budget Template as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

LPHA must provide a mid-year progress report by February 1 of every year and include the status of activities between July and January and plans for activities between January and June;

Grantee must provide a final report with documentation by July 1 of every year and include accomplishments and challenges from their annual plan.

7. Performance Measures.

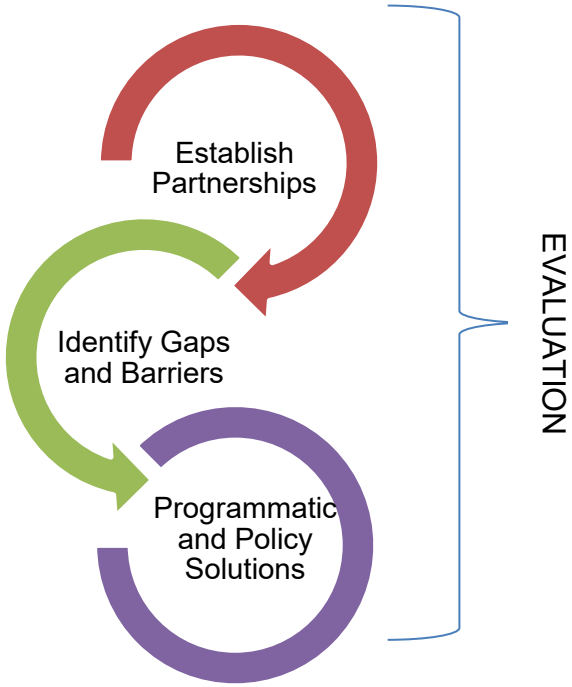
Not applicable

Attachment 1
Reproductive Health Program – FY 24 Local Program Plan Guidance
Community Partnerships and Assurance of Access toReproductive Health Services

Vision: Oregonians have access to comprehensive, culturally responsive, high-quality, and evidence-based reproductive health (RH) services in their surrounding community.

PE46 Goal: Assure access to RH services in your county through meaningful community engagement and partnerships and the development of responsive policies and programattic actions.

Instructions
LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. Using the PE 46 Workplan Template, LPHAs must identify at least one objective, with supporting activities, for Program Component 1: Partnerships and Community Engagement. LPHAs that have well established partnerships (i.e. long-standing partnerships, coalition, or workgroup) are encouraged to identify one additional component (2 or 3) and associated objective(s) and activities based on previous PE46 work and current situation. Evaluation should be integrated within each component. LPHAs will develop and track outputs and expected outcomes within their workplan.



The intent is for an LPHA to move to the next component on the continuum each year. However, it is understood that the work may not necessarily be linear and one may need to circle back to an earlier step.

Program Component 1: Partnerships and Community Engagement
Partnerships and community engagement are at the core of PE46. Through these relationships, the LPHA and your partners will develop and implement a PE46 plan that includes assessment of gaps and barriers, policy and/or programmatic activities to address identified gaps and barriers, and an evaluation of such changes. There should be shared understanding of the goal and expected outcomes of the partnerships. While formal agreements are not required, they may be beneficial to ensure buy-in and continued participation in your efforts.

Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few.

Consider convening a reproductive and sexual health workgroup/coalition or work with already established groups focused on improving quality of life/health disparities/inequities for the populations you are trying to serve. When working with an already established group, ensure their already established goals align with and are beneficial to the goal of increasing access to reproductive health. Work together to integrate reproductive health into work plans, meeting agendas, etc.

Think about inviting and engaging community members, the populations you are trying to serve, to be partners. This could be in the form of a community advisory board or youth advisory council.

Program Component 1 – Example Objectives:

- Create and/or sustain a reproductive health coalition with ___(#) of community partners that meet quarterly.
- Formally integrate PE46 goals into _____ Meeting (name of already existing committee, coalition, or task force) by _____ (date).
- Identify and meet with ____ (#) new community partners to discuss your goals and how a partnership will benefit each other by ____ (date).
- Create partnership agreements with ____ (#) community providers/organizations identifying roles and areas of collaboration by ____ (date).

Program Component 2: Gaps and Barriers to RH Services

In collaboration with your community partners established in Component 1, identify barriers to access and gaps in RH services. This can be done through formal community needs assessments, surveys, focus groups, key informant interviews, etc. Consider what types of community and/or health assessments are already taking place in your community. There may be opportunities to add questions or input to gather specific information related to RH services. If you are trying to better understand a specific population in your community, work with a community-based organization who is already serving them and consult with them on the best way to learn more about their RH needs and barriers to service. This could be done through focus groups or surveys on a smaller scale to better understand their needs. When considering who to assess, go beyond your current clientle to better understand why community members are not accessing services.

Program Component 2 - Example Objectives:

- Develop and conduct ___ (#) surveys among youth ages 12-18 to assess need for and barriers to RH services in Quarter 2 and 3 of FY24.
- Develop an interview guide for key informant interviews by ____ (date).
    - Conduct ___ (#) of key informant issues in Quarter 2.
- Share assessment results through __ (#) community listening sessions in Quarter 4.
- Analyze and develop a written assessment report based on survey results by the end of Quarter 4.
- Develop an online dashboard to highlight assessment results by the end of FY24.
- Prioritize assessments results for development of programmatic or policy solutions by the end of Quarter 4.

Program Component 3: Programmatic and/or Policy Solutions

The programmatic and/or policy solutions should be developed in response to the identified gaps and/or barriers found under Program Component 2. In collaboration with your community partners, develop and implement ideas on how to overcome those gaps and barriers.

Program Component 3 - Example Objectives:

- In conjunction with community partners, review assessment findings and develop __ (#) programmatic or policy solutions by _____ (date).
- In Quarter 3 of FY24, host ___ (#) community listening and/or planning sessions to develop program or policy solutions.
- Implement ___ (#) programmatic and/or policy solutions based on assessment results by the end of FY24.
- Develop outcome measures to determine success of _____ (solution) by the end of Quarter 1.
- Analyze outcome measures of _____ (solution) by the end of Quarter 4.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY **Fiscal Year:** _____
Program Element #46
Reproductive Health Program

Organization Name: _____

Budget period From: _____ **To:** _____

Do not inlclude any expenses included in the provision of clinical services

Budget			
Categories	**OHA/PHD (PE46)**	**Non-OHA/PHD (In Kind)**	**Total PE 46 Budget**
Salaries			$ -
Benefits			$ -
Personal Services (Salaries and Benefits)	$ -	$ -	$ -
Professional Services/Contracts Describe:			$ -
Travel Describe:			$ -
Supplies Describe:			$ -
Facilities			$ -
Telecommunications			$ -
Catering/Food			$ -
Other Describe:			$ -
Total Services and Supplies	$ -	$ -	$ -
Capital Outlay			$ -
Indirect: Rate (%):_____			$ -
TOTAL Budget	$ -	$ -	$ -

_____
Prepared by (print name)

_____ _____
Email Telephone

Program Element #50: Safe Drinking Water Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Protection/Drinking Water Services Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as "Partners") to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners' jurisdiction.

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

> "91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year."

c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.

d. LPHAs are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Safe Drinking Water Program

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

b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.

d. **DRINKING WATER SERVICES (DWS)**: DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.

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

f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.

g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.

h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.

i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.

j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.

k. **OHA:** Oregon Health Authority

l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.

n. **PRIORITY DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment include the following:

Well: Sanitary seal or casing not watertight

Well: No screen on existing well vent

Spring: No screen on overflow

Spring: Spring box not impervious durable material

Spring: Access hatch / entry not watertight

Storage: No screened vent

Storage: Roof and access hatch not watertight

Storage: No flap valve, screen, or equivalent on overflow

Treatment (UV): No intensity sensor with alarm or shut-off

o. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.

p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.

q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.

r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.

s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.

t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.

u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.

v. **USEPA or EPA:** United States Environmental Protection Agency.

w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the

adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Emergency Response	X		*					X			X	X
Investigation of Water Quality Alerts	X		*						X			
Independent Enforcement Actions	X		*			X						
Technical Regulatory Assistance	X		*				X					X
Water System Surveys	X		*			X						
Resolution of Priority Non-compliers (PNC)	X		*			X						
Water System Survey Significant Deficiency Follow-ups	X		*			X						
Enforcement Action Tracking and Follow-up	X		*			X						

Program Components	Foundational Program					Foundational Capabilities						
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. General Requirements. Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. Required Services:

(1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.

(2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.

(3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current.

(4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.

(5) Investigation of Water Quality Alerts: Partners must investigate all Water Auality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

(b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.

5. Conduct Level 2 Coliform Investigations:

After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

6. Water System Surveys:

Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

7. Resolution of Priority Non-compliers (PNC):

Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.

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

c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review:

After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

9. Water System Survey Significant Deficiency Follow-ups:

Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.

b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.

c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.

10. Enforcement Action Tracking and Follow-up:

For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

11. Resolution of Monitoring and Reporting Violations:

a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.

b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.

c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

12. Inventory and Documentation of New Water Systems:

Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

13. Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X

Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X
Resolution of Monitoring and Reporting Violations	X	X	X	X
Inventory and Documentation of New Water Systems	X	X	X	X

14. Staffing Requirements and Qualifications.

a. Partners must develop and maintain staff expertise necessary to carry out the services described herein.

b. Partners' staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.

c. Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

15. General Revenue and Expense Reporting.

Partners must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

16. Program Reporting Requirements.

a. Documentation of Field Activities and Water System Contacts. Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:

(1) Maintain accurate and current public water system inventory information.

(2) Support formal enforcement actions.

(3) Describe current regulatory status of water systems.

(4) Guide and plan program activities.

b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:

(1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.

(2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.

(3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.

(4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

(5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.

(6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.

(7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.

(8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.

(9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

17. DWS Audits.

Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

18. Performance Measures.

Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.

b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.

c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

19. Responsibilities of DWS.

The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

a. Distribute drinking water program and technical information on a monthly basis to Partners.

b. Sponsor at least one annual 8-hour workshop for Partners' 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. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

d. Provide Partners with the following information by the listed method:

(1) Immediate Email Notification: Water Quality Alert data, plan review correspondence

(2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.

(3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.

e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.

f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.

g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.

h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.

i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

Section 1: LPHA Leadership, Governance and Implementation

a. Establish leadership and governance to plan for full implementation of public health modernization. Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.

b. Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness. In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 2: Regional Public Health Service Delivery

a. Demonstrate regional approaches for providing public health services. This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other partners, utilizing regional staffing models, or implementing regional projects.

b. Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness. Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 3: Public Health Infrastructure: Workforce

a. Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

b. Support, sustain and retain public health staff through systems changes and supports, as well as workforce development and training.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Public Health Modernization

a. Case. 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.

b. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.

c. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.

d. Public Health Accountability Metrics. A set of data used to monitor statewide progress toward population health goals and outcomes.

e. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Metrics.

f. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.

g. Regional Partnership. A group of two or more LPHAs, which may include other organizations that are not an LPHA, that is convened for the purpose of reducing health disparities by implementing strategies addressing one or more of the following: communicable disease control, emergency preparedness and response, or environmental health.

h. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this Program Element funding.

i. Whole Community. An approach to emergency management through which individuals and families (including those with access and functional needs), emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities and interests.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in the Public Health Modernization Manual)

Program Components	**Foundational Programs**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
				Population Health	Direct services							

Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs						X = Foundational Capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	X		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	X		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	X		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	X		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	X					X	X	X	X			X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old immunization rates
- Adult influenza immunization rates for ages 65+
- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits

LPHA must use funding through this Program Element in a way that advances progress toward achieving metrics selected by the LPHA. Additionally, LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must demonstrate work toward at least two of the process measures in each of the three priority areas.

- Priority area: Reduce the spread of syphilis and prevent congenital syphilis
  - **(1)** Percent of congenital syphilis Cases averted
  - **(2)** Percent of Cases interviewed
  - **(3)** Percent completion of CDC core variables
  - **(4)** Percent of Cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing immunization rates
  - **(1)** Demonstrated use of data to identify population(s) of focus (required process measure)
  - **(2)** Demonstrated actions to improve access to influenza immunization for residents of long-term care facilities (LTCFs)
  - **(3)** Demonstrated actions with health care providers or pharmacists to improve access to immunization
  - **(4)** Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - **(5)** Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - **(1)** Demonstrated use of data to identify population of interest (required process measure)
  - **(2)** Demonstrated actions in communications to improve priority area of focus
  - **(3)** Demonstrated actions in policy to improve area of focus
  - **(4)** Demonstrated actions in community partnerships to improve priority area of focus

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

Requirements that apply to Section 1 <u>and</u> Section 2 funding:

a. Submit local program plan and local program budget to OHA for approval using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium. Once approved by OHA, the local program plan and local program budget are incorporated herein with this reference.

b. Implement activities in accordance with this Program Element.

c. Engage in activities as described in its OHA-approved Section 1 and/or Section 2 local program plan. See Attachment 1 for local program plan requirements for Section 1.

d. Use funds for this Program Element in accordance with its OHA-approved Section 1 and/or Section 2 local program budget. Modification to the Section 1 and/or Section 2 Program Budget of 25% or more within any individual budget category may only be made with OHA approval.

e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 local program plan objectives, strategies, activities, deliverables and outcomes.

f. Share work products and deliverables with OHA and other LPHAs, which may include public posting, as requested by OHA.

g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation:

a. Implement strategies for Communicable Disease Control, Environmental Health, Emergency Preparedness, Health Equity and Cultural Responsiveness, and other Foundational Capabilities as described in Attachment 1 of this Program Element.

b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.

c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

Requirements that apply to Section 2: Regional Public Health Service Delivery:

a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.

b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

Requirements that apply to Section 3: Public Health Infrastructure: Workforce

a. Implement at least one of the following activities:

(1) Implement strategies and activities to recruit, hire and retain a public health workforce with a focus on increasing staff from the communities and populations served by the LPHA.

(2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.

(3) Support and retain public health staff through systems development and improvements.

(4) Support and retain public health staff through workforce training and development.

(5) Transition COVID-19 staffing positions to broader public health infrastructure positions.

(6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the

Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. General Budget and Expense Reporting. LPHAs funded under Section 1, Section 2, and/or Section 3 must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Program Reporting Requirements.

a. Submit Section 1 and Section 2 local program plan progress reports using the timeline and format prescribed by OHA.

b. Submit Section 3 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. Performance Measures.

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

The table below lists the goals and requirements that LPHAs will work toward with 2025-27 funding. Efforts toward the following goals and requirements, including expected outcomes, will be demonstrated in the LPHA and/or regional work plan. These efforts should be guided by local roles and deliverables outlined in the Public Health Modernization Manual for Foundational Capabilities and for the Foundational Programs of communicable disease control and environmental health.

Programmatic goals and local program plan requirements

Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.

- LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.
- LPHA will demonstrate strategies toward local or regional reductions in health inequities across populations.
- LPHA will demonstrate strategies that advance progress toward improving syphilis and immunization-related accountability metrics.

Goal 2: Strengthen the local or regional all-hazards public health emergency preparedness plan to include prioritized communicable disease and environmental health emerging threats, and a Whole Community response to emergencies.

- By June 30, 2027, LPHA will revise existing local or regional all-hazards public health preparedness and response plans (deliverable; same as PE 12 all-hazards public health preparedness plan deliverable) in support of:
    - Integrated planning efforts across the public health landscape, such as jurisdictional risk assessments, climate adaptation plans, community health assessments, community health improvement plans, and local or regional health equity plans.
    - Improving infrastructure to respond to emerging communicable disease threats.
    - Improving health outcomes for emerging climate and health impacts.
    - Prioritizing preparedness and response planning for high-risk populations.
- An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan through a Whole Community approach.

Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.

- By June 30, 2027, an LPHA that has not submitted a local or regional climate adaptation plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or a plan incorporated into a community health assessment and improvement plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of a local or regional climate adaptation plan.
    - By June 30, 2027, LPHA will submit at least one shareable deliverable (e.g. website content, report, video, educational material, toolkit) highlighting progress toward achieving climate adaptation plan strategies. (deliverable)
    - LPHA will demonstrate strategies that advance progress toward improving extreme heat and wildfire smoke accountability metrics.

Goal 4: Submit and implement local public health modernization plan.

- By December 31, 2025, LPHA will submit a local public health modernization plan to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141). (Note: The local public health modernization plan must address each of the Foundational Capabilities as well as all four Foundational Programs in the Public Health Modernization Manual, not just communicable disease and environmental health, which are the Foundational Programs prioritized within this Program Element for 2025-2027.)
- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities, focusing on roles in the Public Health Modernization Manual.

Goal 5: Build capacity for Health Equity and Cultural Responsiveness

- By June 30, 2027, an LPHA that has not submitted a local or regional health equity plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or may be incorporated into a broader document such as an LPHA strategic plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of local or regional health equity plan.

Program Element # 62 Overdose Prevention

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

1. Background:

Substance use disorder and drug overdose are increasing health threats in Oregon. A 2020 National Survey on Drug Use and Health ranks Oregon at #2 in the country for rate of substance use disorder and #1 in illicit drug use disorder, prescription opioid misuse, and methamphetamine use. Oregon has seen a recent increase in overdoses from illicit fentanyl and non-opioid drugs, such as methamphetamine. OHA aims to reduce the burden of substance use disorder and overdose through several key strategies, including increasing equitable access to Harm Reduction supplies, supporting overdose response planning and coordination, increasing access to substance use disorder treatment, supporting safe and effective non-opioid pain management, providing tools and guidelines to support appropriate prescribing, and collecting and reporting data to inform response, prevention, and policy.

2. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to implement strategies that prevent opioid overuse, opioid misuse, substance use disorder, drug overdose, and related harms from substance use. Funds are designed to serve counties or regions with a high burden of drug overdose deaths and hospitalizations. Funds should complement other substance use disorder or overdose prevention initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

LPHA is expected to collaborate with multi-disciplinary partners and collaborators to develop, plan, implement, and evaluate culturally relevant interventions using tailored prevention strategies that emphasize reaching groups disproportionately affected by substance use disorder and overdose. LPHA should collaborate with other projects within the county that address the community's challenges related to drug overdose deaths. The funded activities for this Program Element seek to promote the OHA's overdose prevention aims and collaboration expectations.

All changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

3. Definitions Specific to this PE

Harm Reduction is a public health approach that focuses on mitigating the harmful consequences of drug use, including transmission of infectious disease and prevention of overdose, through provision of care that is intended to be free of stigma and centered on the needs of people who use drugs. Harm Reduction strategies may include overdose education and naloxone distribution, low-threshold access to medications for opioid use disorder, drug checking (e.g., using fentanyl test strips), and education about safer drug use.

4. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Community-Based Linkage to Care		*				X	X	X	X	X	X	X
Clinician/Health System Engagement		*				X	X	X	X	X	X	X
Public Safety Partnerships/ Interventions		*				X	X	X	X	X	X	X
Harm Reduction		*				X	X	X	X	X	X	X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

5. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Submit a local program plan and local program budget to OHA for approval by October 15 every year. The local program plan may be modified throughout the project period based on shifting priorities, emerging needs, and LPHA capacity. LPHA must receive OHA approval for the revised local program plan to ensure it meets program requirements and remains within the scope of this Program Element. Upon OHA approval, the initial and any versions of the revised local program plan become incorporated herein by this reference. The local program work plan must include three or more of the following components:

(1) Convene or strengthen a county and/or regional coordinating body comprised of multisector partners to assist with strategic planning and implementation of substance use disorder and/or overdose prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, law enforcement and first responder agencies, Harm Reduction organizations, persons with lived experiences, and representatives of diverse populations.

(2) Develop, plan, implement, and evaluate an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, Harm Reduction partners, substance misuse prevention partners, and others). Assess and update response plans throughout the grant period.

(3) Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.

(4) Liaise with local, county, and/or regional organizations providing overdose prevention, Harm Reduction, treatment, and/or recovery services to ensure coordination and reduce duplication of efforts.

(5) Coordinate with the individuals and/or organizations responsible for determining how local governments will allocate opioid settlement funds within the county and/or region to implement complementary overdose prevention activities. Support coordination of local resource allocation.

(6) Community-Based Linkage to Care – Implement activities that help initiate linkage to care, facilitate care retention, prevent treatment interruption, and/or maintain access to recovery services.

(7) Clinician/Health System Engagement – Collaborate with Coordinated Care Organizations and/or other health system partners to provide clinician education on evidence-based practices for pain management; screening, diagnosis, and linkage to care opportunities for opioid use disorder (OUD) and stimulant use disorder (StUD); and other OUD/StUD-related clinician education priorities.

(8) Public Safety Partnerships/Interventions – Develop and maintain public health and public safety (PH/PS) partnerships; improve data sharing, availability, and use; provide education on preventing and responding to overdose; implement evidence-informed and evidence-based overdose prevention strategies.

(9) Harm Reduction – Implement and support activities that reduce stigma towards people who use drugs and facilitate Harm Reduction interventions based on local need; utilize navigators to connect people to services; ensure persons who use drugs have access to overdose prevention and reversal tools, treatment options, and drug checking equipment; develop and sustain partnerships with syringe service programs and Harm Reduction organizations; create and disseminate education and communication materials; leverage existing Harm Reduction services and resources to expand access and prevent a duplication of efforts.

b. Engage in activities as described in its local program plan, which has been approved by OHA.

c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.

d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.

e. Provide the workspace and administrative support required to carry out the activities outlined in this Program Element.

f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.

g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.

h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

6. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. Program Reporting Requirements.

a. LPHA must submit quarterly Progress Reports.

b. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.

c. OHA will provide the required format and current service data for use in completing the Progress and Expense Reports.

8. Performance Measures.

If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element in the next state fiscal year.

Program Element # 76: Local Administration of Statewide Tobacco Retail Licensing Inspections

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion Health Promotion and Chronic Disease Prevention Section/Tobacco Retail License Program

1. Background.

Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Despite declines in tobacco use, tobacco remains the No. 1 preventable cause of death and disease in Oregon. Tobacco is responsible for killing nearly 8,000 Oregonians each year, see: https://www.tobaccofreekids.org/problem/toll-us/oregon . In addition, it costs Oregonians $2.9 billion every year in lost productivity and medical costs See Campaign for Tobacco-Free Kids. "The Toll of Tobacco in Oregon," 2019. https://www.tobaccofreekids.org/problem/toll-us/oregon . In recent years, the public health and medical communities have been alarmed by the dramatic increase in inhalant delivery system use among youth and young adults. These products are setting up a new generation for a lifetime of nicotine and cigarette addiction.

Tobacco Retail Licensure is a system to enforce laws banning tobacco sales to underage persons and a platform for prevention policies that will have a meaningful impact on youth use of tobacco. A strong licensing system supports enforcement of current tobacco laws, provides a mechanism to educate Retailers about how to comply with tobacco regulations, and supports Oregon's communities in protecting kids from nicotine addiction. A Tobacco Retail License provides an expectation of Retailers statewide that illegal sales to youth will not be tolerated and is an effective tool for reducing the number of Oregon children and young adults that become addicted to nicotine.

2. General Program Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver local administration of statewide Tobacco Retail Licensing inspections.

This Program Element provides funding to LPHA to assist with local activities related to administrating and enforcing standards established by federal laws and regulations and state laws and rules regulating the retail sale of tobacco products and inhalant delivery systems. Three types of inspections comprise this Program Element and are outlined in OAR 333-015-0202 to 333-015-0267:

a. Compliance Inspections

b. Minimum Legal Sales Age Inspections

c. Complaint Inspections

General Retailer education and communication should happen throughout the three types of inspections listed above. Additionally, OHA will train local inspectors, provide inspection forms and educational materials for distributing to Retailers, and provide access to the statewide inspection database. The statewide inspection database functionality will include sending communication to the public when they submit a complaint.

This Program Element and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

3. Definitions Specific to Local administration of statewide tobacco retail licensing inspections.

a. **"Premises"** means the real property, as designated by a unique address, on which a business that makes retail sales of tobacco products or inhalant delivery systems is located.

b. **"Retailer"** means a person or entity, as that term is defined in ORS 60.001, that sells for consideration, offers for retail sale, holds for sale, or exchanges or offers to exchange tobacco products of inhalant delivery systems or that distributes free or low-cost samples of tobacco products of inhalant delivery systems from a Premises.

c. **"Tobacco Retail License"** means a license issued by the Department of Revenue to a Retailer for the sale of tobacco products or inhalant delivery systems.

4. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Retailer Inspections		*	*				X	X		X	X	
General Retailer Communication		*	*				X	X		X	X	

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

Adults who smoke cigarettes

c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Percentage of population reached by Tobacco Retail License policies

5. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Comply with all protocol activities and inspection timeline as described in the Attachment C, OHA Tobacco Retailer Inspection Protocol Manual, which aligns with requirements in OAR 333-015-0202 to 333-015-0267. Activities shall include the three types of inspections and the requirements associated with each of them:

(a) **Compliance Inspections**: annual unannounced inspections of tobacco product and inhalant delivery systems Retailers to ensure compliance with federal laws and regulations and state laws and rules regulating the retail sale of tobacco products or inhalant delivery systems. They may also include local ordinance inspections depending on the jurisdiction's local standards. During inspections, inspectors will:

a. Check Retailer for compliance with retail sales laws

b. Fill out the OHA-provided electronic form with inspection results

c. If needed, create remediation plan and conduct follow-up visit with Retailer

d. Report Compliance Inspection results to OHA within 15 days through OHA's online system

e. If a Retailer civil penalty is warranted, coordinate with OHA, as needed, to support OHA issuing civil penalty

(b) **Minimum Legal Sales Age Inspections** (MLSA): annual unannounced inspections of tobacco product and inhalant delivery system Retailers, including those that are not accessible to people under 21 such as bars, to ensure compliance with laws prohibiting the sale of tobacco products and inhalant delivery systems to people under 21 years of age. During inspections, inspectors will:

a. Ensure adult and youth inspectors (18-20 years old) carry ID

b. Have youth inspectors attempt to purchase products, checking Retailer for compliance with minimum legal sales age law

c. Fill out the OHA-provided electronic form with inspection results

d. Report MLSA Inspection results to OHA within 15 days through OHA's online system

e. If a Retailer civil penalty is warranted, coordinate with OHA, as needed, to support OHA issuing civil penalty

(c) **Complaint Inspections**: inspections of tobacco product and inhalant delivery systems Retailers that have a public complaint alleging violation of a tobacco sales law. These inspections must occur within 60 days of complaint receipt. During the complaint inspections, local inspectors will follow protocols outlined in the OHA Tobacco Retailer Inspection Protocol Manual, found in Attachment C and as it may be updated from time to time, and incorporated herein with this reference. If the OHA Tobacco Retailer Inspection Protocol Manual is updated, OHA will provide the new version to the LPHA point of contact, which must be put into effect on receipt.

(d) When any of the three types of inspections described in this section are conducted, educational materials about Tobacco Retail License requirements and state, federal and local tobacco control sales laws, regulations and enforcement activities will be shared by the LPHA with Retailers. OHA will provide LPHA materials in multiple languages. LPHAs may develop their own materials based on local needs, subject to OHA approval.

b. Submit Local Retailer Inspection Plan and Local Retailer Estimated Budget to OHA no later than March 31 of every year for OHA approval. Use the templates provided in Attachment A for the Local Retail Inspection Plan and Attachment B for the Local Retailer Estimated Budget. Once approved by OHA, the Local Retailer Inspection Plan and Local Retainer Estimated Budget are incorporated herein with this reference.

c. Engage in activities as described in its Local Retailer Inspection Plan, which has been approved by OHA.

d. Use funds for this Program Element in accordance with its OHA-approved Local Retailer Estimated Budget. Modification to the Local Retailer Estimated Budget may only be made with OHA approval. Once approved, revisions to the Local Retailer Estimated Budget become incorporated herein with this reference. Attend all Retailer inspection and communication trainings and meetings held by OHA.

e. Participate in OHA evaluation activities related to local administration of statewide Tobacco Retail License inspections as needed.

f. Track all inspections and report all inspection results using OHA's statewide inspection database.

g. Notify OHA in writing by the first of the month three calendar months prior to the effective date of the opt out, if LPHA decides to opt out of this Program Element.

6. Fee For Service Payments and Invoicing.

a. In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure and Revenue Report", OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of Retailers for which the LPHA completed both MLSA and compliance inspections in the previous quarter. Pending approval of the invoice, OHA-PHD will remit fee for service payment to LPHA. Funds under this Program Element will not be paid in advance or on a 1/12th schedule.

b. LPHA will receive $380 for each Retailer that LPHA completes annual inspections for (one minimum legal sales age and one compliance inspection per Retailer) and document the inspections in HealthSpace or another statewide database for Tobacco Retail License inspections. The $380 fee for service payment includes payment for any additional inspections needed, such as reinspections to follow up on violations or complaint inspections, as documented in the statewide database.

- Each time OHA reviews the statewide Tobacco Retail License fee to ensure it pays expenses of administration and enforcement, the fee for service amount will also be reviewed.

7. General Revenue and Expense Reporting

Not applicable

8. Program Reporting Requirements.

LPHA must track all inspections and report all inspection results, submitting all Retailer inspection information on a monthly basis through the statewide inspection database.

9. Performance Measures.

a. Percent of Retailers in the jurisdiction that receive compliance inspections per year (target: 100%).

b. Percent of Retailers in the jurisdiction that receive MLSA inspections per year (target: 100%).

Attachment A
Local Administration of Statewide Tobacco Retail Licensing Inspections
Local Retailer Inspection Plan

Overview of Inspections

OHA conducts three types of Tobacco Retail License (TRL) inspections. LPHA must complete these inspections if they enter into the TRL Program Element. The three inspection types are outlined in OAR 333-015-0202 to 333-015-0267:

a. **Compliance Inspections**: annual unannounced inspections of tobacco product and inhalant delivery systems Retailers to ensure compliance with federal laws and regulations and state laws and rules regulating the retail sale of tobacco products or inhalant delivery systems.

b. **Minimum Legal Sales Age (MLSA) Inspections**: annual unannounced inspections of tobacco product and inhalant delivery system Retailers, including Retailers that are not accessible to people under 21, such as bars, to ensure compliance with laws prohibiting the sale of tobacco products and inhalant delivery systems to people under 21 years of age.

c. **Complaint Inspections**: inspections of tobacco product and inhalant delivery systems Retailers that have a public complaint alleging violation of a tobacco sales law.

Inspection Plan

Populate each section with narrative that describes how LPHA will carry out each portion of the Plan in accordance with Attachment C, OHA Tobacco Retailer Inspection Protocol Manual.

Staffing

Describe the LPHA's plan to staff all inspections. Include where staff will work within the organization and how much time they will spend on local inspections. If staff will be seasonal, describe how the LPHA will maintain support for complaint inspections and attend trainings, as needed. Attachments, such as an organizational chart, are suggested but not required.

Compliance Inspections: Initial and Follow-up

Unannounced inspections of tobacco and vaping product Retailers. OHA provides a Retailer list to each county for inspections. Include the proposed time frame for completing inspections if they will not be ongoing throughout the year.

Minimum Legal Sales Age (MLSA) Inspections

Unannounced inspections of tobacco and vaping product Retailers. OHA provides a Retailer list to each county for inspections and will provide access to a state-maintained database and forms to complete all inspections.

Include the proposed time frame for completing inspections if they will not be ongoing throughout the year. Include plans for recruiting and compensating youth inspectors participating in MLSA inspections.

Complaint Inspections

Unannounced inspections of tobacco and vaping product Retailers. Inspections are targeted and based on complaints received by OHA or the LPHA. Include how the LPHA will ensure complaint inspections follow the required inspection timeframe in accordance with Attachment C, OHA Tobacco Retailer Inspection Protocol Manual if staff are seasonal.

Local Characteristics and Needs (Optional)

Describe any characteristics of the local retail environment that may affect LPHA training and technical assistance needs from OHA.

Attachment B
Local Administration of Statewide Tobacco Retail Licensing Inspections
Local Retailer Estimated Budget

This document is an estimated budget. Actual payments will be based on completed inspections as documented quarterly in the statewide database for tobacco retail license inspections.

County:	Agency:				
	Fiscal Contact:				
	E-mail address:				
	Phone Number:		Fax Number:		

Type of Payment	Amount Per Retailer	Estimated Number	Estimated Budget	Actual Completed	Actual Invoiced
Compliance & MLSA Inspections	$ 380.00	[Retailers in County]	#VALUE!		$ -
TOTAL			#VALUE!		$ -

Updated 9/21/22

Attachment C

Oregon Health Authority (OHA) Tobacco Retailer Inspection Protocol Manual

Oregon Health Authority Public Health Division
800 NE Oregon Street, Suite 850
Portland, Oregon 97232

Revised March 2025

For any questions regarding this manual, please contact: Tara Weston
Tobacco Retail Licensure Education & Enforcement
Systems Lead
Public Health Division Oregon Health Authority

Phone: (971) 673-1047

Email: tara.e.weston@oha.oregon.gov

Overview of Oregon Tobacco Retail License (TRL) Program

As of January 1, 2022, any business that wants to be authorized to sell tobacco, nicotine and vaping products in Oregon is required to get a Tobacco Retail License from the Department of Revenue. The licensing requirement is imposed on all retailers, including but not limited to:

- Convenience stores
- Bars
- Hotels
- Restaurants
- Gas stations
- Music venues

Retailers must be in a fixed and permanent location, and online sales of tobacco are prohibited. Violations of any tobacco retail law may result in civil penalties, license suspension or revocation. In addition, local jurisdictions may have their own restrictions on the sale of tobacco or vaping products.

This license was created to increase retailer knowledge and compliance of federal and state laws regulating the sale of tobacco and inhalant delivery system products. In other states it has helped to reduce youth access to tobacco in our community. Tobacco retail licensing allows OHA, or the Local Public Health Authority, to monitor local businesses and make stores healthier places for everyone to shop. This policy can also support other retail policies to address such concerns as youth access to tobacco, youth exposure to marketing, retailer location or density, retailer incompliance with federal or state laws.

- The license does not apply to retailers operating on tribal lands.
- Local jurisdictions that were already operating a license program may keep their local program. For information and links to local tobacco retail license programs, visit the Oregon Department of Revenue.

Overview of Inspections

Three types of inspections are conducted by OHA, or the Local Public Health Authority if they enter into the TRL Program Element, as part of the TRL program and are outlined in OAR 333-015-0202 to 333-015-0267:

a. **Compliance Inspections**: annual unannounced inspections of tobacco product and inhalant delivery systems retailers to ensure compliance with federal laws and regulations and state laws and rules regulating the retail sale of tobacco products or inhalant delivery systems.

b. **Minimum Legal Sales Age (MLSA) Inspections**: annual unannounced inspections of tobacco product and inhalant delivery system retailers, including those that are not accessible to people under 21 such as bars, to ensure compliance with laws prohibiting the sale of tobacco products and inhalant delivery systems to people under 21 years of age.

c. **Complaint Inspections**: inspections of tobacco product and inhalant delivery systems retailers that have a public complaint alleging violation of a tobacco sales law.

Note: When conducting inspections, if an Indoor Clean Air Act (ICAA) violation is observed (such as someone smoking indoors or within 10 feet of the door), inform the retailer of the ICAA but don't report a violation because it is a public complaint driven law.

Compliance Inspection Protocol

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1. Training

a. OHA-PHD will onboard all inspectors before beginning inspections.

b. The inspector may practice inspections with a small number of outlets following the completion of each

training session.

2. Preparing for Inspections

a. The inspector will carry the following:

i. Inspection protocols;

ii. Copies of Oregon Administrative Rules;

iii. Official badge

iv. Electronic data collection forms with retail outlet physical addresses listed to identify the retail outlets to be inspected;

v. Tablet or other electronic device for recording inspection results and taking pictures of product if a sale occurs; and

vi. Educational materials to leave behind, as needed.

3. Inspection Protocol

Initial Inspection Protocol

a. An adult inspector conducts the unannounced inspection.

b. Retail outlets determined by the inspectors as unsafe will not be inspected.

c. The inspector serves as the lead for coordinating, monitoring, and reporting inspection results. As such, the inspector:

i. Determines the dates and times of unannounced inspections;

ii. Secures a vehicle for the inspections; and

iii. Ensures completion and submission of all inspection results.

d. The inspector enters the store, finds the person in charge, identifies themselves and the purpose for the inspection.

e. The inspector uses the electronic inspection form to complete the inspection, marking any violations and providing details regarding the violation. Additional information regarding what to look for each regulation is included in the pocket guide. If unable to complete inspection electronically, use paper inspection form.

f. When the inspection is complete, the inspector notifies the person in charge of the results and leaves a notification of inspection results with the person in charge.

i. If a violation is found and it is the first violation for the store, the inspector creates a remediation plan to correct the violations and goes over the remediation plan with the person in charge.

ii. The person in charge and the inspector sign the electronic form/remediation plan and a paper copy of the remediation plan is left with the person in charge.

g. Before going to the next store, the inspector ensures the following required data elements are recorded:

i. Date and time of inspection;

ii. Confirm the physical address and type of outlet are correct;

iii. Confirm the physical name of the outlet is correct;

iv. Whether or not the outlet is eligible for inspection, and if not, the reason the outlet is not eligible;

v. Whether or not the inspection was completed, and if not, the reason why; and

vi. Compliance or non-compliance with each regulation listed on the form.

- If a violation is marked, include any additional information deemed necessary in the notes section of the form.

h. The inspector electronically submits the completed inspection form (the inspection form and accompanying email are automatically sent to the retailer).

i. Note: If the retailer denies access to the store (all parts of the store), inform the retailer that refusing access for an inspection is a violation of the rules and could result in a penalty. If the retailer still refuses, note this on the inspection form and ask the person in charge to sign the form. Submit the form electronically, as laid out in the above Initial Inspection Protocol.

4. Follow-up Inspection Protocol

a. The inspector conducts the unannounced follow-up inspection no sooner than 15 calendar days after the initial inspection.

b. The inspector uses the follow-up inspection form to conduct the inspection, following the above Initial Inspection Protocol.

c. When the inspection is complete, the inspector notifies the person in charge of the results and leaves a notification of inspection results with the person in charge. If a violation is observed, no additional remediation plan is created. The inspector informs the person in charge that the retailer may receive a civil penalty for the observed violations.

d. The person in charge and the inspector sign the electronic form.

e. After the inspector follows "g" above, they electronically submit the completed inspection form (the inspection form and accompanying email are automatically sent to the retailer).

5. Post-Remediation Plan Inspection Protocol (This type of inspection protocol is used for all inspections in which the retailer has had a remediation plan created, within 60 months from the date the inspection occurred that resulted in a civil penalty (including both MLSA and compliance inspections). If no civil penalties have been issued but a remediation plan has been created, you still use the post remediation plan inspection protocol for 60 months from the date that the follow-up inspection occurred).

a. The inspector conducts the inspection.

b. If additional violations are found during post-remediation plan inspections, a remediation plan is not created.

c. The inspector completes the inspection form, following the Initial Inspection Protocol.

d. When the inspection is complete, the inspector notifies the person in charge of the results and leaves a notification of inspection results with the person in charge. If a violation is observed, the inspector informs the person in charge that the retailer may receive a civil penalty for the observed violations.

e. The person in charge and the inspector sign the electronic form.

f. After the inspector follows "g" in the Initial Inspection Protocol, they submit the completed inspection form (the inspection form and accompanying email are automatically sent to the retailer).

MLSA Inspection Protocol

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1. General

a. Young adult inspectors are informed of the purpose of the inspections, the time commitment, training, compensation, the risks involved and that they may have to appear in court, if necessary, as a witness.

b. Young adult inspectors attempt to purchase the specified tobacco products or inhalant delivery systems at all stores selected for inspection.

c. Products purchased during inspections will be as close as possible to the following ratio:

i. 4/10 purchases will be cigarettes

ii. 3/10 purchases will be electronic cigarettes

iii. 3/10 purchases will be cigarillos/small cigars

d. Adult inspectors must ensure the safety of young adult inspectors. Young adult inspectors are required to leave the retail outlet immediately if they feel unsafe.

e. The official state issued ID (such as their driver's license) for each young adult inspector is kept in their possession during inspections.

2. Training

a. OHA-PHD onboards all adult inspectors before beginning inspections. If an LPHA has opted into the TRL Program Element, they onboard the young adult inspectors, consulting OHA-PHD as needed.

b. Young adult/adult inspection teams may practice inspections with a small number of outlets following the completion of each training session.

c. Refer to additional training details in "Internal Young Adult Inspector Training Protocol."

d. The onboarding of the adult and young adult inspectors does the following:

i. Describes the purpose of the inspection which is to measure merchant compliance or non-compliance with the state law that prohibits selling tobacco products or inhalant delivery systems to persons under 21 years of age;

ii. Emphasizes the objective of the inspection is better achieved with accurate data, which requires observing and documenting events as they happen;

iii. Makes sure all inspectors understand the procedures and protocols for visiting outlets;

iv. Informs all inspectors that names of retail outlets and sale results are to remain confidential;

v. Informs the inspectors to be in their natural manner, dress as they would regularly, and rehearse the procedure of making tobacco or inhalant delivery system purchases;

vi. Stresses the role of each team member in ensuring the safety of young adult and adult inspectors;

vii. Reviews with inspectors what to observe in outlets: tobacco and inhalant delivery system product availability; type of questions young adult inspectors may be asked; scripts to strictly follow when attempting to purchase tobacco products or inhalant delivery systems;

viii. Shares with inspectors the instructions for handling an emergency medical situation in case an inspector is injured;

ix. Informs: 1) young adult inspectors not to attempt to purchase tobacco or inhalant delivery systems if someone they know is in a store; and 2) the team not to use marked vehicles.

3. Preparing the Inspection Teams

a. Each inspection team consists of two (one adult and one young adult) inspectors.

b. Young adult inspectors reflect the demographic and cultural characteristics of the community retail outlets they inspect, if possible.

c. The young adult inspector will wear their regular clothing.

d. Prior to each day's inspections, the adult inspector will validate the young adult inspector is 18, 19, or 20 years of age by verifying this information from a state-issued ID card or driver's license. The identification card or license is to remain in the possession of the young adult inspector during all

inspections.

e. The inspection team will carry the following:

i. Inspection protocols;

ii. Copy of Oregon Administrative Rules;

iii. Official Badge;

iv. Electronic data collection forms with retail outlet physical addresses listed to identify the retail outlets to be inspected;

v. Tablet or other electronic device for recording inspection results and taking pictures of the tobacco product if a sale occurs;

vi. Educational materials to leave behind, as appropriate;

vii. Inspection pass/fail letters to leave behind with retailers;

viii. OHA tobacco product sales receipt; and

ix. Cash for purchasing tobacco products or inhalant delivery systems.

4. Inspection Protocol

a. A team of an adult and young adult inspectors in plain clothes conducts the unannounced inspection.

b. Retail outlets determined by the inspectors as unsafe will not be inspected.

c. If the clerk asks the young adult inspector for their ID, the young adult will provide their ID.

d. If the clerk asks the age of the young adult inspector, the young adult will provide their true age.

e. If the clerk asks for the date of birth of the young adult inspector, the young adult will provide their true date of birth.

f. The adult inspector serves as the lead for coordinating, monitoring, and reporting inspection results. As such, the adult inspector:

i. Determines the dates and times of unannounced inspections;

ii. Determines the composition of the inspection team for inspecting specific retailers;

iii. Secures an unmarked vehicle for the inspection team;

iv. Ensures completion and submission of all inspection results; and

v. Assigns specific inspection sites to young adult inspectors based on the community's demographic characteristics, as reasonable.

g. The team travels in an unmarked vehicle.

h. The team parks the vehicle out of the sight of store employees, when possible.

i. The young adult inspector enters the store and attempts to purchase the specified tobacco product or inhalant delivery system, remaining as close as possible to the following ratio:

- 4/10 purchases are cigarettes
- 3/10 purchases are electronic cigarettes
- 3/10 purchases are cigarillos

i. If the assigned tobacco product or inhalant delivery system is not available, the young adult inspector will attempt to purchase the next product on the list. The pocket guide includes a sample script and types of products to request.

ii. If tobacco products or inhalant delivery systems are accessible, the young adult picks one up and puts it on the counter to pay.

iii. If tobacco products or inhalant delivery systems are not accessible, the young adult asks the clerk for the product they want to purchase.

iv. If the young adult inspector is asked to leave (for example, an outlet off-limits to people under 21), they exit the outlet and do not complete the inspection.

v. If the outlet is off-limits to people under 21 and there is not a clerk, the young adult inspector approaches a staff person (such as the person behind the bar) and attempts to purchase a pack of cigarettes.

vi. If the outlet is a certified smoke shop that does not sell cigarettes, electronic cigarettes or cigarillos, the inspectors will:

1. Determine when the hours of operation are for each certified smoke shop, as some of these businesses may not be open during regular business hours.

2. The young adult inspector will attempt to purchase a can of hookah tobacco, i.e. shisha.

3. If a can of hookah tobacco is not available, the young adult inspector will attempt to purchase a hookah session, but will not consume the product.

j. The adult inspector is positioned, either inside the store or outside of the store, observing the young adult inspector whenever possible.

i. If a sale is made, the young adult inspector, collects the item and receipt, exits the outlet and walks to the car. The adult inspector and young adult inspector complete the compliance inspection form after returning to the vehicle. The adult inspector:

1. Writes the inspection identification number on the receipt;

2. Takes a photograph of the young adult inspector holding the tobacco product and receipt, being sure to clearly capture the type of product and the outlet name or address, if possible;

3. Takes a photograph of the receipt.

4. Enters the outlet and informs the clerk and the person in charge they illegally sold to an underage person;

5. Provides an inspection fail notification letter;

6. Takes a picture of the posted tobacco retail license to save as evidence;

7. Takes a picture that captures the name of the Premises;

8. Returns the product;

9. Identify which tobacco products are sold at the location and mark on the inspection form;

10. Identifies the exact tobacco product sold to the young adult inspector (e.g., Marlboro Filtered Cigarettes, Natural American Spirit Cigarettes) and marks this on the inspection form

k. If a sale is **not** made,

i. The young adult inspector:

1. Provides an inspection pass notification letter, which notifies the employees an inspection occurred; and

2. Exits the outlet and walks to the car.

Note: If the retail owner or staff become activated, a verbal altercation ensues, and/or other incident occurs when discussing the results of the inspection, remain calm and use de-escalation skills, ensure the retailer feels heard, and use re-direction to the compliance issue. Ensure the young adult inspector's safety as well as personal safety. Submit an incident report in HealthSpace with a notification being sent to your direct supervisor and to OHA TRL Program manager as soon as possible. This report should include specific information including the date, time, location, and specific incident that occurred.

l. Before going to the next store, the adult inspector ensures the following required data elements are recorded:

- **i.** Date and time of inspection;
- **ii.** Confirm the physical address and type of outlet are correct;
- **iii.** Confirm the physical name of the outlet is correct;
- **iv.** Young adult inspector name;
- **v.** Type of product attempted to purchase (cigarette/e- cigarette/cigarillo);
- **vi.** Categories of products sold at the retail location marking all that apply (e-cigarettes, tobacco, both.);
- **vii.** Whether the clerk asked for young adult inspector ID;
- **viii.** Whether or not the outlet is eligible for inspection, and if not, the reason the outlet is not eligible (adding additional notes for explanation);
- **ix.** Whether or not the inspection was completed, and if not, the reason why (adding additional notes for explanation);
- **x.** The specific tobacco product purchased by the young adult (e.g., Marlboro Reds, Vuse, Swisher Sweets);
- **xi.** Inspection outcome;
- **xii.** If sale is made, photograph taken:
  - **1.** Capturing the violation number, date, receipt, product, and young adult inspector;
  - **2.** Posted tobacco retail license at the location;
  - **3.** Name of the Premises (e.g., store sign).

m. Both inspectors sign the electronic form, confirming accuracy.

n. The adult inspector electronically submits the completed inspection form. (The inspection form and accompanying email are automatically sent to the retailer).

Complaint Inspection Protocol

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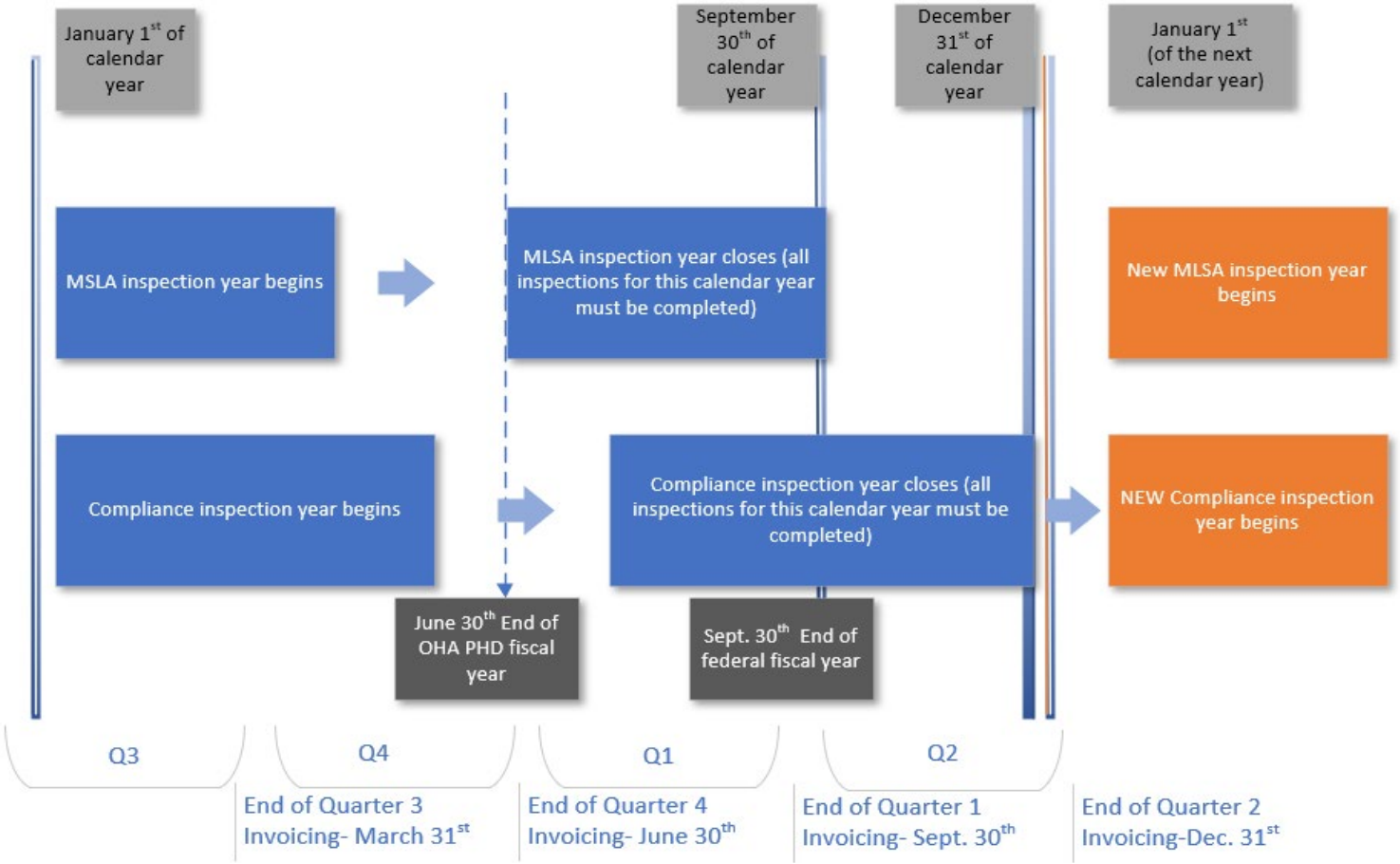
a. These inspections must occur within 60 days of complaint receipt.

b. During the complaint inspections, local inspectors will follow the same protocols laid out in the Compliance and Minimum Legal Sales Age Inspections, depending on the type of violation.

Local Administration of Statewide Tobacco Retail Licensing Inspections
Local Retailer Program Element (PE) 76 Inspection Cycle Timeline



1. All inspections must be completed annually on a calendar year (January- December).
   a. LPHAs must complete Minimum Legal Sales Age (MLSA) between January 1st and September 30th.
   b. LPHAs must complete compliance inspections, including follow-up compliance inspections, between January 1st and December 31st.
   c. LPHAs must complete both MLSA and Compliance inspections for a retailer within the calendar year (between January 1st and December 31st) before invoicing. Failure to complete both inspections within the calendar year will result in non-payment. OHA may in its sole discretion waive the requirement to complete the inspections within the calendar year on a case-by-case basis if unique circumstances arise that prevent an inspection from being completed.
2. During the first year of opting into this Program Element, LPHA must complete MLSA inspections by September 30th and shall also complete Compliance inspections by December 31st to keep inspections on the calendar year.
3. During the second and subsequent years, LPHAs may begin inspections on January 1st, and LPHA may invoice OHA as soon as both inspections are complete for the retailer in the calendar year.

Program Element #81: HIV/STI Statewide Services (HSSS)

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB (HST) Section

1. Background.

As of December 31, 2023, Oregon had over 8,240 people living with HIV (PLWH), with an average of 200 new HIV infections per year.[2] Each year, over 23,000 new chlamydia, gonorrhea, and syphilis Cases are reported across the state; see HST data dashboards for the most current data available. HIV Cases, as well as syphilis and gonorrhea Cases are prioritized for investigation by local programs. Syphilis Cases have increased dramatically since 2007, rising over 3700%. In 2023, Oregon had the 17th highest rate of primary and secondary syphilis in the U.S. and the 23rd highest rate for congenital syphilis (CS). Untreated Sexually Transmitted Infections (STI) can contribute to increased risk for transmitting and acquiring HIV, infertility and other reproductive health complications, fetal and perinatal health problems, and other serious long-term health effects.

Screening for HIV allows for early detection of the virus and aligns with End HIV/STI Oregon goals; people aware of their HIV status are significantly less likely to transmit HIV to others. A variety of Harm Reduction strategies can be used to prevent HIV and STI, including routine screenings and treatment, condoms, Partner Services, and navigation to Pre-Exposure Prophylaxis (HIV PrEP), Post-Exposure Prophylaxis (HIV PEP and STI PEP), and syringe service programs. For those newly diagnosed with HIV, lifesaving treatment reduces viral load, prevents HIV transmission to others, and improves individual health outcomes.

Increases in HIV and STI often intersect with substance use, houselessness, and other issues, representing syndemics—when health conditions and the social contexts in which they occur coincide and exacerbate each another, resulting in worse outcomes. Social determinants of health (e.g., racism, poverty, transphobia) also intersect with these syndemics and are intricately tied to the transmission of HIV/STI in Oregon. This is reflected in the health inequities seen in certain communities. Innovative and comprehensive syndemic approaches are required to effectively address HIV/STI prevention and care across the state.

This Program Element is supported by multiple federal and state sources, including CDC and HRSA[3] funding, each with specific requirements and restrictions defined herein. Activities are to supplement – not supplant – services funded through other mechanisms. Activities must be planned and implemented in coordination with local and state surveillance, prevention and care programs to avoid duplication of effort and to ensure PLWH receive the benefit of the full continuum of services available in Oregon. To ensure coordination, OHA will share information with the LPHA on directly funded contracts with community-based organizations and other entities that receive HIV/STI, Harm Reduction and/or sexual health funding from the HIV/STD/TB section.

Funding for these activities is variable; resources cannot be guaranteed beyond award allocations and obligations.

2. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements set forth below to deliver Human Immunodeficiency Virus (HIV)/ Sexually Transmitted Infections (STI) Statewide Services (HSSS), a Status Neutral, best practice model designed to assess client needs, engage them in care, and link them to the most appropriate services, no matter the test result(s). HSSS includes a suite of Core and Enhanced activities, defined herein, which are scalable based on available funding and capacity in each jurisdiction. Regional public health

[2] Average number of new infections from 2013-2023 in Oregon.

[3] Program income from the Health Resources and Services Administration (HRSA)'s Ryan White Part B, AIDS Drug Assistance Program (ADAP).

partnerships and collaborations with community-based organizations are strongly recommended to optimize resources and jurisdictional impacts.

Activities conducted under this Program Element must be in accordance with, and are subject to, the requirements and limitations set forth in Oregon Administrative Rules Chapter 333, Divisions 17 (Disease Control), 18 (Disease Reporting), 19 (Investigation and Control of Diseases), and 22 (Human Immunodeficiency Virus) and Oregon Revised Statutes 431 (State and Local Administration and Enforcement of Public Health Laws) and 433 (Disease and Condition Control) to deliver HIV/STI Statewide Services (HSSS). Activities must also follow Oregon's Investigative Guidelines for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

LPHA shall use Program Element 01 (State Support for Public Health) Program Element 51 (Public Health Modernization) to ensure the delivery of foundational public health and communicable disease services. As required by funders, LPHA must leverage all available funding to support the delivery of Core HSSS and Enhanced HSSS.

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award, unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

3. Definitions Specific to HSSS.

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition**,** or whose illness meets defining criteria published in the Oregon Health Authority's Investigative Guidelines, available at www.healthoregon.org/iguides.

b. **Case Investigation:** A process that includes identifying Cases; conducting a Case interview; confirming and/or facilitating treatment; collecting Core Variables; providing Partner Services, Health Education, and Referrals; and assisting with linkage to care.

c. **Center for Disease Protection and Control (CDC):** The nation's leading science-based, data-driven service organization that protects the public's health. The CDC has many divisions, including the Division of STD Prevention and the Division of HIV Prevention.

d. **Cluster Detection and Outbreak Response (CDR):** Routine surveillance and a response to a molecular cluster or increases in Cases observed. Clusters often suggest rapid HIV transmission in a sexual or drug using network. Increased Cases may be defined by what is normally expected in a defined community, geographic area, time frame, or by mutual agreement of LPHA and OHA (see Outbreak definition below). Response activities may include enhanced surveillance, regional coordination, re-interviewing Cases, tailored outreach, education, testing, and linkage to services (e.g., Integrated Testing, PrEP/PEP, Harm Reduction services, HIV care and treatment). Should response needs exceed the expected routine capacity of LPHA, OHA can offer guidance and a range of supports.

e. **Contact:** Sexual partner of STI Case and sexual and/or needle-sharing partner of HIV Case.

f. **Core HIV/STI Statewide Services (Core HSSS):** Activities that align with foundational public health and include Case Investigation and Partner Services; Outbreak response; and Referral to or the provision of Integrated HIV/STI Testing. For persons diagnosed with HIV and high priority STI (see Section 2ii), this also includes the delivery of Health Education, Referrals, and assistance with rapid access to and linkage to care and supportive services such as Ryan White case management and HIV treatment. Core HSSS are critical to achieving Oregon's Public Health Accountability Metrics and Process Measures and Oregon's End HIV/STI Oregon goals.

g. **Core Variables:** Variables required by OHA and CDC cooperative agreements that fund HIV and STI prevention and surveillance.

h. **DoxyPEP:** Also called STI PEP. Use of doxycycline as a post-exposure preventative treatment for syphilis, chlamydia, and gonorrhea, taken as a single dose within 72 hours after sex. Treatment with the antibiotic doxycycline has been proven to help prevent bacterial STI infections among certain populations. See CDC DoxyPEP recommendations.

i. **Early Intervention Services (EIS):** Includes the following four activities for PLWH: (1) HIV testing, (2) Referral services, (3) Health Literacy/Education, and (4) Access and Linkage to Care within 30 days. Involves active Referral/warm hand-off to Ryan White HIV/AIDS Programs such as HIV case management services or medical care.

j. **Enhanced HIV/STI Statewide Services (Enhanced HSSS):** Activities including targeted Outreach Services, condom distribution, Harm/Risk Reduction, and Targeted Community Education and Capacity Building with Priority Populations.

k. **Harm/Risk Reduction:** A set of practical strategies aimed at reducing harm associated with drug use and related behaviors that increase risks of HIV/STI. Activities and services may include the collection of drug use-related supplies in exchange for new supplies (e.g., biohazard bins, syringes, naloxone), Health Education and counseling, HIV/STI testing, wound care, and Referrals to drug treatment and other services.

l. **Health Education:** The provision of education and Risk Reduction counseling using a Status Neutral approach. This includes information about ways to reduce HIV/STI transmission and risk for future HIV/STI acquisition (e.g., treatment adherence, Undetectable = Untransmittable or treatment as prevention, HIV PrEP/PEP, DoxyPEP, condoms, routine screening) and information about medical and psychosocial supports.

m. **Health Services & Resources Administration (HRSA):** The federal program that funds Ryan White HIV/AIDS Programs under the Ryan White HIV/AIDS Treatment Modernization Act of 2006. The 340B Drug Pricing Program is also administered by HRSA.

n. **HIV/STI Statewide Services (HSSS):** A Status Neutral best practice model, offering a suite of Core and Enhanced services (see definitions of Core HSSS and Enhanced HSSS).

o. **In-Kind Resources:** Goods or supplies with a monetary value determined by OHA. Examples include condoms, lubricant, educational brochures, coverage of certain Oregon State Public Health Laboratory testing fees, STI medications, and provision of statewide mail order testing services.

p. **Integrated Testing:** Testing for multiple infections (e.g. HIV, STI, hepatitis C) simultaneously and during a single encounter. Considered an HSSS best practice.

q. **Investigative Guidelines (IG):** Oregon's Investigative Guidelines, including those for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

r. **Not-in-Care (NIC):** In Oregon, a Person Living with HIV with no reported HIV-related labs in the previous eighteen months. The person may be actively engaged in medical care and/or other Ryan White service. However, if no HIV-related labs are reported within the defined time frame, the HIV surveillance program defines the person as NIC. Persons with no reported labs within 6 months of their HIV diagnosis are also considered Not-in-Care.

s. **Outbreak:** An increase in Cases in excess of what would normally be expected in a defined community, geographical area, or season, and which, by mutual agreement of LPHA and OHA, exceeds the expected routine capacity of LPHA to address.

t. **Outreach Services:** Activities aimed at identifying PLWH who either do not know their status or who know their status but are Not in Care and linking or re-linking them to care and Ryan White services. Outreach focuses on people with the highest risk for acquiring HIV, such as those testing positive for syphilis or rectal gonorrhea. Services will reach people who are HIV

negative; people who test HIV negative are referred to prevention and Risk Reduction services (e.g., PrEP, condoms, Harm Reduction programs). Outreach uses data to reach Priority Populations and is delivered in places where there is a high likelihood of identifying people with HIV. Services cannot be delivered anonymously.

u. **Partner Services:** Services for all people newly diagnosed with HIV, early syphilis, and/or rectal gonorrhea, and all pregnant and pregnancy-capable people with any stage of syphilis. Services include conducting interviews to identify Contacts; conducting or supporting partner notification; and providing Integrated HIV/STI Testing to all Contacts, Health Education, treatment or rapid linkage to medical care, and Referrals to relevant services.

v. **Person Living with HIV (PLWH):** Person diagnosed and living with HIV.

w. **Post-Exposure Prophylaxis (PEP):** A 28-day course of HIV medications started within 72 hours after possible exposure to HIV. PEP is for use only in emergency situations—it is not meant for regular use by people who may be exposed to HIV frequently. When taken quickly after exposure and as prescribed, PEP is very effective at preventing HIV. More about PEP.

x. **Pre-Exposure Prophylaxis (PrEP):** HIV medications taken *prior to* HIV exposure to prevent infection. PrEP is for use by people who are HIV negative and at higher risk of HIV exposure through sex or injection drug use. Consistent use of PrEP reduces the risk of acquiring HIV from sex by about 99% and from injection drug use by at least 74%. PrEP is highly effective at preventing HIV if used as prescribed but is much less effective when not taken consistently. More about PrEP.

y. **Priority Populations:** Populations of focus for HSSS identified by local HIV/STI epidemiology or defined in the End HIV/STI Oregon Strategy

z. **Program Review Panel**: A CDC-required panel of community members who review and approve any newly developed HIV prevention informational material for appropriateness and alignment with CDC guidelines.

aa. **Referral:** Information about relevant resources and services shared with a client (e.g., housing support, Medicaid enrollment, PrEP medication support, Harm Reduction services). This information should be up-to-date and LPHA should establish pathways to facilitate linkage to care. Referrals for those newly diagnosed with HIV must involve a warm hand-off to facilitate engagement with Ryan White medical and case management services. Otherwise, a Referral may involve giving a client information about services so they may follow up on their own.

bb. **Status Neutral:** A whole-person HIV prevention and care approach that emphasizes high-quality care to engage and retain people in services regardless of whether the services are for HIV treatment or prevention. A Status Neutral approach continually addresses the health care and social service needs of all people affected by HIV so they can achieve and maintain optimal health and well-being.

cc. **Sexually Transmitted Diseases (STD)/Sexually Transmitted Infections (STI):** STI refers to infections caused by an organism through sexual contact. STD refers to a disease state that has developed from an infection. STD and STI are often used interchangeably but STI is broader and is the preferred term herein.

dd. **Targeted Community Education and Capacity Building:** An Enhanced HSSS service consisting of activities to educate and build capacity around HIV/STI and reach Priority Populations identified in the End HIV/STI Oregon Strategy. These activities facilitate health literacy, education, access to information, and/or services for Priority Populations; they are not directed to the general public.

ee. **Technical Assistance:** Services provided by OHA HIV/STD staff to support LPHA delivery of HSSS, including training, capacity building assistance, and support during Case Investigations and CDR.

ff. **Undetectable=Untransmittable (U=U):** An important prevention and anti-stigma Health Education message meaning that a Person Living with HIV who is on treatment and maintains an undetectable viral load has zero risk of transmitting HIV to their sexual partners.

4. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)

a. **Foundational Programs and Capabilities** (as specified in Public Health Modernization Manual)

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	**Prevention and health promotion**	**Environmental health**	**Access to clinical preventive services**		**Leadership and organizational competencies**	**Health equity and cultural responsiveness**	**Community Partnership Development**	**Assessment and Epidemiology**	**Policy & Planning**	**Communications**	**Emergency Preparedness and**
				Population Health	**Direct services**							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Epidemiological investigations that report, monitor and control HIV/STI, including Partner Services	*	X		*	*X		X		X			
Outreach	X	X					X	X				
HIV/STI screening and testing	*	X		*	*X		X	X	X		X	
Health Education/counseling and health literacy	*	X		*	X		X	X			X	
HIV/STI Referrals (e.g., PrEP, Harm Reduction)	X	X		X	X		X	X				
Linkage to HIV care and treatment. Includes follow-up on PLWH Not-in-Care	*	X		*	*X		X	X	X			
Condom distribution	*	X		X	X		X	X				

Harm Reduction services	X			X	X		X	X				
Cluster Detection and Response	*	X		*					*		X	X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

(1) Rate of congenital syphilis

(2) Rate of syphilis (all stages) among people who can become pregnant

(3) Rate of primary and secondary syphilis

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

(1) Percent of congenital syphilis Cases averted

(2) Percent of Cases interviewed

(3) Percent completion of CDC Core Variables

(4) Percent of Cases treated with appropriate regimen within 14 days

5. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct services and activities in accordance with OHA's HSSS Standards Guidance, HIV Testing Policies and Procedures and Oregon's Investigative Guidelines. Activities are as follows:

a. Submit local program plan and local program budget, which includes a staffing plan and organization chart to OHA for approval.

b. Engage in activities as described in the local program plan, which has been approved by OHA, and is incorporated herein this reference.

c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modification to the local program budget may only be made with OHA approval.

d. Core HSSS

(1) Integrated HIV/STI Testing

LPHA must:

(a) Ensure Integrated Testing is available to all people newly diagnosed with HIV, early syphilis, or rectal gonorrhea, and to all pregnant and pregnancy-capable people diagnosed with any stage of syphilis, at minimum.

(b) Provide HIV and STI services to any person the LPHA is seeing or refer them to such services. STI services include screening individuals for reportable STI and treating Cases and their Contacts.

(c) Use the subsidized HIV/STI testing services available to eligible populations through the Oregon State Public Health lab.

(d) Enter data in CDC's testing database for any testing funded under this Agreement. OHA will assist LPHA or its subcontractor with access.

(e) Funds may be used to purchase test kits. See the HSSS Standards and Budget Guidance for more detail about allowable use of funds and reporting requirements.

(2) Case Investigation and Partner Services

(a) Staffing and Training

LPHA must:

i. Train and maintain sufficient staff to conduct expected HIV/STI Case Investigation and Partner Services (see table below) and list any persons in the local staffing plan (included in the local program budget) to be approved by OHA.

ii. Require all staff conducting HIV and STI Case Investigations to attend trainings provided by OHA HIV/STD Program. OHA shall make available additional relevant trainings to ensure the effective delivery of disease investigation and control services.

(b) Minimum Expectations for Case Investigation and Partner Services

LPHA must follow Oregon's Investigative Guidelines and provide the minimum Case Investigation and Partner Services per the table below:

Infection	Minimum Expectations for Case Investigation and Partner Services
HIV	All HIV Cases assigned by OHA's HIV Surveillance Program.
Syphilis	All priority syphilis Cases defined as: • All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age. • All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require verification or facilitation of treatment. Other syphilis Cases shall be investigated if LPHA has staffing capacity or no priority syphilis Cases. OHA may require LPHA to investigate other syphilis Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other syphilis Cases.
Gonorrhea	All priority gonorrhea Cases defined as: • All rectal gonorrhea Cases. • All Cases among pregnant individuals. • All Cases among individuals co-infected with HIV. Other gonorrhea Cases shall be investigated if LPHA has staffing capacity or no priority gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other gonorrhea Cases.
Chlamydia	Not required but may be pursued at the discretion of LPHA.

(c) LPHA must operate its program in a manner designed to achieve CDC performance measures as listed in the HSSS Standards Guidance. Performance measures are subject to change with each new funding cycle.

(d) LPHA must provide EIS to all PLWH.

(e) LPHA must follow up on PLWH Not-in-Care (NIC).

i. Standards, expectations, and forms for NIC processes and activities are outlined in the HSSS Standards Guidance.

ii. LPHA may do NIC work on their own or create a separate agreement with an agency funded to deliver Ryan White HIV Medical Case Management services in their county to do this work as their designee. OHA may only release NIC lists to the designee with the county's permission which requires LPHA complete and sign an OHA data release form.

iii. LPHA or its designee must follow up on a NIC client list provided by OHA by confirming the clients' residency and attempting to contact them to facilitate linkages to HIV care and Ryan White services as appropriate.

iv. Coordination with local HIV case management systems can facilitate linkages to medical care.

e. <u>Enhanced HSSS</u>

(1) Outreach Services

(a) Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV.

(b) EIS must be provided to any PLWH identified through Outreach Services.

(c) No broad scope awareness activities, such as those directed to the general public, are allowed.

(d) Specific activities will be developed and defined in LPHA's approved workplan.

(2) Harm/Risk Reduction Services/Support

(a) Some staff time may be used to support Harm Reduction services; however, primary staff roles must be to conduct Core HSSS activities.

(b) There are many restrictions on use of funds for syringe and harm reduction services. Details will be provided in the HSSS Budget Guidance. However, funds may be used to purchase sharps containers.

(3) Targeted Community Education and Capacity Building

Activities are focused on reaching Priority Populations, not the general public.

(4) Condom Distribution

(a) See Section 4.f.(3) In-Kind Services: Condoms/Lubricant for expectations.

(b) A distribution plan will be required to be submitted to OHA for approval.

OHA recommends LPHAs use local data and needs assessments to determine which Enhanced activities should be prioritized.

f. In-Kind Services

(1) General

Pending availability of funds, OHA may provide In-Kind Resources or Technical Assistance to support the delivery of HSSS.

(2) STI Medications

(a) LPHA may use OHA-provided STI medications to treat Cases or Contacts subject to the following requirements:

(b) Medications must be provided at no cost to individuals receiving treatment.

(c) LPHA must perform a monthly medication inventory and maintain a log of all medications supplied; LPHA must log in and log out each dose dispensed.

(d) LPHA must log and document appropriate disposal of medications provided under this Agreement which have expired, thereby preventing their use.

(e) If LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, it is the sole responsibility of LPHA to comply with all HRSA regulations and requirements for 340B Drug Pricing Program Covered Entities.

(f) Any 340B cost savings or program income realized because of funding from this Agreement must be used in a manner consistent with the goals of the grant or program under which it was authorized; i.e., any cost saving resulting from CDC STI funding must be used to increase, enhance, and support STI screening and treatment services.

(g) If LPHA subcontracts with another provider for HSSS services, any OHA-provided In-Kind STI medications received by LPHA must be provided, free of charge, to its subcontractor for the purposes set out in this section. Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. LPHA must document the medications provided to a Subcontractor under this section.

(3) Condoms/Lubricant

(a) Any condoms or lubricant provided In-Kind from OHA must be distributed or supplied at no cost to individuals being served. Under no circumstances can LPHA or its subcontractor sell condoms or lubricant supplied by OHA under this Agreement.

(b) LPHA shall store condoms in a cool, dry place to prevent damage and shall manage inventory to ensure distribution before supplies expire.

(c) LPHA shall provide Referrals to the free mail-order condom service funded by OHA.

g. Educational Material/Brochures/Pamphlets

(1) LPHA and its subcontractors shall distribute and make available culturally and linguistically appropriate HIV/STI informational materials. See OHA-provided materials.

(2) Any LPHA or subcontractor wanting to create their own HIV educational materials must submit those materials to the CDC-required Oregon Program Review Panel for approval.

h. End HIV/STI Oregon Promotion and Support

LPHA and its subcontractors shall support and promote the OHA End HIV/STI Oregon initiative as follows:

(1) Display the End HIV/STI Oregon logo and website link on LPHA program-related website if applicable.

(2) Provide LPHA logo for inclusion on End HIV/STI Oregon website.

(3) Ensure any HSSS promotional materials developed and funded by this agreement include information about the End HIV/STI Oregon initiative, including the logo and website address.

(4) Use the End HIV/STI Oregon Ambassador Kit to promote End HIV/STI Oregon messaging.

i. Continuing Education, Training, and Partner/Systems Coordination

(1) LPHA must participate in community learning and ongoing training facilitated or made available by OHA; the OHA HIV/STD Program's training contractor, Oregon AIDS Education and Training Center; or a CDC-assigned Capacity Building Assistance Provider.

(2) LPHA shall budget for and assign an appropriate HSSS program staff to attend:

(a) Virtual quarterly HSSS contractor check in calls or meetings with the OHA-designated contact to discuss service successes and challenges and troubleshoot issues as they arise.

(b) An in-person HSSS contractor meeting when scheduled.

(c) OHA Monthly STI/HIV Orpheus and Case Investigation Trainings, Quarterly HSSS Community of Practice, and Congenital Syphilis Case/Data Review meetings. Monthly STI/HIV Orpheus Trainings are recorded.

(d) Other training as requested by OHA.

j. Data Entry and Security Requirements.

(1) LPHA must collect and report on HSSS data variables in the following systems:

(a) Orpheus, Oregon's integrated electronic disease surveillance system, including the HSSS window.

(b) CDC approved HIV testing database.

OHA will provide LPHA with a HSSS Standards Guidance which details data entry requirements.

(2) Security:

(a) LPHA and its subcontractors must maintain a written policy to ensure that confidentiality and breach procedures are in place. The policy must describe investigative steps and actions, consequences for breaches, and a requirement to notify OHA within 14 business days from reported date of event.

(b) HSSS staff will complete an annual confidentiality and security training designated by LPHA and associated trainings offered by OHA.

k. **LPHA will receive two awards – PE81-01 and PE81-02 – to support HSSS services.**

(1) PE81-01 is funded by a CDC HIV Prevention Grant. As much as is feasible, these funds should be used first.

(2) PE81-02 is funded by income generated from HRSA Ryan White Program.

(3) HSSS Standards and Budget Guidance provides detail on allowable use of funds and any restrictions.

6. **General Revenue and Expense Reporting:** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. Reports must be submitted to OHA each quarter on the following schedule:

Revenue/Expense Reports Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. **Program Reporting Requirements.**

a. HSSS Standards Guidance provides additional detail on programmatic activities and reporting requirements.

b. LPHA will participate in twice yearly HSSS data cleaning and annual evaluation of data.

c. All annual required data must be entered into Orpheus and CDC approved HIV testing database by February 1 for the prior calendar year.

d. LPHA must submit Mid-Year Program Report and Annual Program Report as follows:

HSSS Program Reports	Due Date
Mid-Year: July 1– December 31	January 30
Annual: July 1 – June 30	August 20

e. If these programmatic reporting timelines are not met, OHA will work with LPHA or its subcontractor to establish and implement a corrective action plan.

8. **Performance Measures**

Not applicable

9. **Funding Information**

a. **Payor of last resort:** CDC grant funds should be prioritized for use before HRSA funds when possible. HRSA funds must be used as dollars of last resort. HSSS funds shall not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs.

b. **Direct cash payments:** Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element.

c. **Specific use of funds**: Funds may only be used for those HSSS services detailed in the OHA approved budget. Approved local program budgets shall be kept on file with OHA.

d. **Prioritized funding for AIDS Drug Assistance Programs.** HSSS services are supported by HRSA Program Income, generated by the AIDS Drug Assistance Program (ADAP). OHA is required to ensure (ADAP) services are available to eligible Oregonians. HRSA Program Income available for HSSS cannot be guaranteed. OHA reserves the right to terminate or modify funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.

e. **Unspent funds:** No carryover of unspent funds will be allowed under this Program Element. OHA will direct any unspent funds to address emerging and future service needs.

10. Subcontracted Services

a. LPHA may use HSSS funds to subcontract with other LPHAs to deliver any or all HSSS activities.

b. LPHA may use HSSS funds to subcontract with community-based organizations to perform Testing and deliver Enhanced HSSS services.

c. LPHA must complete and submit any subcontractor budgets as part of the overall budget to OHA for review and approval.

d. LPHA must ensure that each subcontractor adheres to the standards, minimum requirements, and reporting responsibilities outlined in Section 8, items a-f, and HSSS Standards and Budget Guidance.

e. LPHA must require subcontractor(s) to participate in any applicable training and capacity building and quality assurance activities.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND REVENUE AND EXPENDITURE REPORT

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

1. Financial Assistance Award.

2. Explanation of the Financial Assistance Award

3. Oregon Health Authority Public Health Division Expenditure and Revenue Report.

4. Instructions for OHA Public Health Division Expenditure and Revenue Report.

LPHA will conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.

For each applicable Program Element, LPHA must report revenues and expenditures according to the schedule provided within the Program Element using the Oregon Health Authority Public Health Division Expenditure and Revenue Report according to the Instructions for OHA Public Health Division Expenditure and Revenue Report within this Exhibit C.

FINANCIAL ASSISTANCE AWARD (FY26)

State of Oregon
Oregon Health Authority
Public Health Division

1) Grantee	2) Issue Date	This Action
Name: Clackamas County	Tuesday, July 1, 2025	Award
Street: 2051 Kaen Rd., Suite 637		FY 2026
City: Oregon City	3) Award Period	
State: OR Zip: 97045-4035	From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	$0.00	$126,583.75	$126,583.75
PE02	Cities Readiness Initiative	$0.00	$50,329.00	$50,329.00
PE03	Tuberculosis Case Management	$0.00	$22,800.00	$22,800.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	$0.00	$144,633.00	$144,633.00
PE13	Tobacco Prevention and Education Program (TPEP)	$0.00	$487,500.00	$487,500.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	$0.00	$172,271.00	$172,271.00
PE36-01	OSPTR Board Primary Prevention Funding	$0.00	$297,441.00	$297,441.00
PE40-01	WIC NSA: July - September	$0.00	$271,832.00	$271,832.00
PE40-02	WIC NSA: October - June	$0.00	$815,496.00	$815,496.00
PE40-05	Farmer's Market	$0.00	$5,000.00	$5,000.00
PE42-03	MCAH Perinatal General Funds & Title XIX	$0.00	$31,802.00	$31,802.00
PE42-04	MCAH Babies First! General Funds	$0.00	$35,350.00	$35,350.00
PE42-11	MCAH Title V	$0.00	$119,143.00	$119,143.00
PE42-12	MCAH Oregon Mothers Care Title V	$0.00	$3,042.00	$3,042.00
PE44-01	SBHC Base	$0.00	$240,000.00	$240,000.00
PE44-02	SBHC - Mental Health Expansion	$0.00	$135,300.00	$135,300.00
PE46-05	RH Community Participation & Assurance of Access	$0.00	$51,648.00	$51,648.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	$0.00	$211,457.40	$211,457.40
PE51-01	LPHA Leadership, Governance and Program Implementation	$0.00	$1,416,532.00	$1,416,532.00
PE62	Overdose Prevention-Counties	$0.00	$151,000.00	$151,000.00
PE76	Tobacco Retail License Program	$0.00	$124,108.00	$124,108.00

4) OHA Public Health Funds Approved				
Number	**Program**	**Previous Award Balance**	**Increase / Decrease**	**Current Award Balance**
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	$0.00	$149,278.00	$149,278.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	$0.00	$723,693.00	$723,693.00
		$0.00	$5,786,239.15	$5,786,239.15

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE40-01	07/2025: funds available 7/1/25-9/30/2025 only
PE40-02	07/2025: funds available 10/1/25-6/30/26 only
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.

6) Comments:	
PE36	07/2025: $43,067.75 available 7/1/25 - 9/30/25 only.
PE36-01	07/2025: This funding supersedes funding from KT#155011-5.
PE62	07/2025: $25,167 available 7/1/25-8/31/2025 only; $125,833 available 9/1/2025-6/30/2026 only
PE81-01	07/2025: $136,838 available 7/1/25-5/31/26 only; $12,440 available 6/1/26-6/30/26 only

7) Capital outlay Requested in this action:

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

Program	Item Description	Cost	PROG APPROV	

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

a. **Item 1 "Grantee"** is the name and address of the LPHA;

b. **Item 2 "Issue Date" and "This Action"** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and

c. **Item 3 "Award Period"** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see "Footnotes" below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.

d. **Item 4 "OHA Public Health Funds Approved"** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:

(1) **Column 1 "Program"** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.

(2) **Column 2 "Award Balance"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(3) **Column 3 "Increase/(Decrease)"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

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

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

f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.

g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:

(1) **Column 1 "Program"** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.

(2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.

(3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

(4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

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

Oregon Health Authority Public Health Division Expenditure and Revenue Report

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL OHA-PHD.ExpendRevReport@odhsoh

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

BREAKDOWN BY FISCAL YEAR QUARTER

REVENUE		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A.	PROGRAM INCOME/REVENUE	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue
1.	Revenue from Fees	----------		----------		----------		----------		----------	$ -
2.	Donations	----------		----------		----------		----------		----------	$ -
3.	3rd Party Insurance	----------		----------		----------		----------		----------	$ -
4.	Other Program Revenue	----------		----------		----------		----------		----------	$ -
	TOTAL PROGRAM INCOME	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
5.	Other Local Funds (Identify)		----------		----------		----------		----------	$ -	----------
	5a.		----------		----------		----------		----------	$ -	----------
	5b.		----------		----------		----------		----------	$ -	----------
6.	Medicaid/OHP		----------		----------		----------		----------	$ -	----------
7.	Volunteer and In-Kind (estimate value)		----------		----------		----------		----------	$ -	----------
8.	Other (Specify)		----------		----------		----------		----------	$ -	----------
9.	Other (Specify)		----------		----------		----------		----------	$ -	----------
10	Other (Specify)		----------		----------		----------		----------	$ -	----------
	TOTAL REVENUE	$ -		$ -		$ -		$ -		$ -	

EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B.	EXPENDITURES	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures
1.	**Personal Services (Salaries and Benefits)**									$ -	$ -
2.	**Services and Supplies (Total)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	2a. Professional Services/Contracts									$ -	$ -
	2b. Travel & Training									$ -	$ -
	2c. General Supplies									$ -	$ -
	2d. Medical Supplies									$ -	$ -
	Services & Supplies Expenditures" Form)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.	**Capital Outlay**									$ -	$ -
4.	**Indirect Cost ($)**									$ -	$ -
	4a. Indirect Rate (_____ %)	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------
	TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Less Total Program Income	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
AL	REIMBURSABLE EXPENDITURES	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
	Check Box if amounts have been revised since report previously	☐	☐	☐	☐	☐	☐	☐	☐		

VIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.
"" General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports""

C.	CATEGORY	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date
1.	Client Services					$ -
2.	Nutrition Services					$ -
3.	Breastfeeding Promotion					$ -
4.	General Administration					$ -
	TOTAL WIC PROGRAM	$ -	$ -	$ -	$ -	$ -

D. CERTIFICATE

I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

PREPARED BY **PHONE** **AUTHORIZED AGENT SIGNATURE** **DATE**

Form Number 23-152 Revised Oct 2024

TITLE OF FORM: **FORM NUMBER:**	**Instructions for OHA Public Health Division Expenditure and Revenue Report** **23-152**
WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant- funded program (submitting a separate report for each Program Element and sub-element). Agencies are responsible for ensuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due **30 days** following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. **Any** expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	Subject to OHA's discretion regarding accurate accounting, access to federal funds, and grant administration, OHA will accept *revised* revenue and expenditure reports.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly. Each Program Element has unique funding source and reporting requirements. To ensure clarity and compliance with these requirements, a separate report must be filed for **each** applicable Program Element and any sub-elements
INSTRUCTIONS FOR COMPLETING THE FORM	
Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars. • YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred. • YEAR TO DATE revenue is reported when recognized.	
OHA/PHD: Oregon Health Authority/Public Health Division	
Enter your **Agency** name, **Program Element Number and Title**, and **Fiscal Year** start and end dates.	
Gray shaded areas do not need to be filled out.	
A. REVENUE	**Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.**
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDIUTRES	**Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.**
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month**.** Federal guidelines, 2 CFR 200.430, require the maintenance of adequate time activity reports for individuals paid from grant funds.

Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.
Line 2c. General Supplies	Report expenditures for materials & supplies costing less than $5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than $5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. ***Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of $5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).***
Line 4. Indirect Cost ($)	Report indirect costs for each quarter. LPHA shall not use the funds for indirect costs as that term is defined in 2 CFR 200.1 in excess of a federally-approved negotiated indirect cost rate, or in excess of fifteen percent (15%) if LPHA does not have a federally approved negotiated indirect cost rate, except if LPHA does not have a federally-approved rate, LPHA may request a higher rate than the 15% de minimis rate by submitting a written request to OHA and OHA will determine the appropriate rate in collaboration with LPHA. LPHA does not need to have documentation to justify the 15% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs and may not be double charged or inconsistently charged as both and must otherwise be in accordance with 2 CFR 200.403.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSALBE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.

Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: ● 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

a. Authority. Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter "Act") as set forth below.

b. LPHA Enforcement Functions. LPHA shall assume the following enforcement functions:

(1) Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).

(2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.

(3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.

(4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.

(5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.

(6) Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) "OHA Responsibilities."

(7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.

(8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.

(9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.

c. LPHA Training. LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.

d. OHA Responsibilities. OHA shall:

(1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.

(2) Provide technical assistance to LPHAs.

(3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.

(4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.

(5) Issue final orders for all such case hearings.

(6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

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

(1) **Consultation and Testing**. If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

(2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

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

(1) LPHA is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. LPHA understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

(2) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.

(3) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.

(4) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

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

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

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

(1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.

(2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

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

(2) Recovery of Underexpenditure or Overexpenditure.

(a) LPHA's Response. LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure 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 Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure 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 or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure 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 or Overexpenditure pursuant to "Appeal Process" above, OHA may recover the Underexpenditure or Overexpenditure 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 or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to

offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, 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 or Overexpenditure, 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 or Overexpenditure.

(3) Recovery of Misexpenditure.

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

i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;

ii. Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments") below; or

iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

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

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

i. Appeal from OHA-Identified Misexpenditure. If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of

the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either

LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

B. If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below.

C. If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover From Future Payments" below.

D. Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

II. For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA

officers concerning services in the category where the officers are listed:

Public Health Services:

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

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

III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.

IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.

VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.

VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(c) Recovery From Future Payments. To the extent that OHA is entitled to recover a Misexpenditure pursuant to "Appeal Process for Misexpenditure" above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to

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

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

(1) LPHA shall cooperate with OHA in the Agreement Settlement process.

(2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.

(3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.

(b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

3. Subcontracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this

Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.

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

   a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, 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, all written materials in the prevalent non-English languages in LPHA's service area.

   c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.

   d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

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

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after

end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination" , of LPHA's obligation to include that Program Element in its public health program.

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

9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual *http://www.oregon.gov/DAS/Pages/Programs.aspx* as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial

assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration. If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

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

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

14. Purchase and Disposition of Equipment.

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

(1) Network

(2) Personal Computer

(3) Printer/Plotter

(4) Server

(5) Storage devices that will contain Client information.

(6) Storage devices that will not contain Client information when the acquisition cost is $100 or more

(7) Software when the acquisition cost is $100 or more

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

(1) description of the Equipment;

(2) serial number;

(3) source of funding for the Equipment (including the FAIN);

(4) who holds title;

(5) where Equipment was purchased;

(6) acquisition cost and date

(7) percentage of federal participation in cost;

(8) location, use and condition of the Equipment; and

(9) any ultimate disposition data including the date of disposal and sale price of the Equipment

c. LPHA shall provide the Equipment inventory list to OHA upon request. 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 all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.

e. Funds from this Agreement 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 OHA's written, or e-mail approval provided authorizing the purchase.

f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. Compliance with Law. Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is 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; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

(3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

(1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

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

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

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

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

b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;

c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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

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

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

8. Corrective Action Plan and Termination.

a. Upon OHA's identification of any deficiencies in LPHA's performance under this Agreement, OHA will notify LPHA in writing of the identified deficiencies. Deficiencies include, without limitation, failure to submit reports as required or meet performance requirements. LPHA shall, within 30 days of receipt of such written notice of deficiency from OHA, respond in writing to OHA (with supporting documentation, if applicable) in one of the following ways: 1) by disputing the deficiency, 2) by notifying OHA that the deficiency has been corrected, or 3) preparing and submitting to OHA a Corrective Action Plan (CAP) to be reviewed and approved by OHA. If LPHA responds with options 1) or 2) from the previous sentence, OHA will carefully consider the response. However, if OHA finds and notifies LPHA that a deficiency persists, LPHA must submit a CAP to OHA within 14 days after said notification. Upon LPHA request, OHA will provide assistance to LPHA in the development or revising of the CAP. The CAP shall include, but is not limited to, the following information:

(1) Reason(s) for the CAP;

(2) The date the CAP will become effective, with timelines for implementation;

(3) Planned action already taken to correct the deficiencies and proposed resolutions to address remaining deficiencies identified, with oversight and monitoring by OHA; and

(4) Proposed remedies, short of termination, should LPHA not come into compliance within the timelines set forth in the CAP.

b. LPHA Termination. LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:

(5) 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;

(6) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;

(7) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or

(8) 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.

c. OHA Termination. OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:

(1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

(4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or

(6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

(7) Immediately upon written notice to LPHA, if LPHA fails to comply with a CAP submitted to and approved by OHA.

9. Effect of Termination

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

assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.

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

c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.

d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.

e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a

termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.

11. Records Maintenance, Access, and Confidentiality.

a. Access to Records and Facilities. OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.

b. Retention of Records. LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

c. Expenditure Records. LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of LPHA Client Information. LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

12. Information Privacy/Security/Access. If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

14. Assignment of Agreement, Successors in Interest.

a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

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

15. No Third-Party Beneficiaries. OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

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

OHA: Office of Contracts & Procurement
500 Summer Street NE, E03
Salem, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

COUNTY: Clackamas County,
KimLa Croix
2051 Kaen Road, Suite 637
Oregon City, Oregon 97045-4035
Telephone: (503) 742-5956 Facsimile:
Email: klacroix@clackamas.us

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

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

21. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

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

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

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

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

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

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

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

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.

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

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

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

5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

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

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a subrecipient expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a subrecipient expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

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

9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

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

10. Pro-Children Act. LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

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

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

14. Disclosure.

a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

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

b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who 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. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Ave, SW
Cohen Building, Room 5527
Washington, DR 20201

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

15. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Chapter II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.

b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.

c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records. Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

a. All written materials related to the services provided to the LPHA Client in alternate formats.

b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.

c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LHPA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2025, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

a. An established process and time frame for filing an employee grievance.

b. An established hearing and appeal process.

c. A requirement for maintaining adequate records and employee confidentiality.

d. A description of the options available to employees for resolving disputes.

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

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

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

8. Required Subcontractor Insurance Language.

a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.

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

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

EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a “first tier” Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

Waiver. LPHA may request a waiver of the insurance requirements set forth in this Exhibit I by submitting a request to lpha.tribes@oha.oregon.gov. Any waiver granted shall be at the sole discretion of OHA and must be approved in writing. However, commercial general liability (CGL) insurance requirements will not be waived absent compelling circumstances, as determined solely by OHA. The granting of a waiver in one instance shall not constitute a waiver in any other instance, nor shall it modify or waive any other obligations under this Agreement.

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

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

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

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

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

3. **COMMERCIAL GENERAL LIABILITY**

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

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

Bodily Injury, Death and Property Damage:

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

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

4. AUTOMOBILE LIABILITY INSURANCE

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

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

Bodily Injury, Death and Property Damage:

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

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

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

6. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request, and OHA may grant approval of the maximum "tail "coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. NOTICE OF CANCELLATION OR CHANGE. The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

8. CERTIFICATE(S) OF INSURANCE. LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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

PE02 Cities Readiness Initiative

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	
Budget Performance Period:	07/01/2025-06/30/2026
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8464953.00
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	TBD

Agency	UEI	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$50,329.00	$50,329.00

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	
Budget Performance Period:	07/01/2025-06/30/2026
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8465953
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	TBD

Agency	UEI	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$144,633.00	$144,633.00

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	B08TI087061	B08TI088128
Federal Award Date:	07/22/24	02/24/25
Budget Performance Period:	10/1/23 - 9/30/25	10/1/24 - 9/30/26
Awarding Agency:	SAMHSA	SAMSHA
CFDA Number:	93.959	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	$26,192.258	6,546,489
Project Description:	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant
Awarding Official:	Anthony Provenzano	Anthony Provenzano
Indirect Cost Rate:	16.63%	16.96%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52534	52803
Index:	50341	50341

Agency	UEI	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$43,067.75	$129,203.25	$172,271.00

PE40-01 WIC NSA: July - September

Federal Award Identification Number:	TBD	TBD	TBD
Federal Award Date:			
Budget Performance Period:	10/1/24-9/30/25	10/1/24-9/30/25	10/1/24-9/30/25
Awarding Agency:	FNS, USDA	FNS, USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	Women Infants & Children	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	TBD	TBD	TBD
Project Description:	WIC ADMIN	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	Western Region, FNS, USDA	USDA Western Region	USDA Western Region
Indirect Cost Rate:	0, 100% pass through	0	0
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52441	52443	52442
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$208,086.00	$54,366.00	$9,380.00	$271,832.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	TBD	TBD	TBD
Federal Award Date:			
Budget Performance Period:	10/01/2025-09/30/2026	10/01/2025-09/30/2026	10/01/2025-09/30/2026
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	Women Infant Children	Women Infant Children	Women Infant Children
Total Federal Award:	TBD	TBD	TBD
Project Description:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Awarding Official:	Western Region, FNS, USDA	Western Region, FNS, USDA	Western Region, FNS, USDA
Indirect Cost Rate:	0	0	0
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52441	52443	52442
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$624,258.00	$163,099.00	$28,139.00	$815,496.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B0454571
Federal Award Date:	03/19/25
Budget Performance Period:	10/01/2024 - 9/30/2026
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952
Project Description:	Maternal and Child Health Services
Awarding Official:	Summer Puckett
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52272
Index:	50336

Agency	UEI	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$119,143.00	$119,143.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0454571
Federal Award Date:	03/19/25
Budget Performance Period:	10/01/2024 - 9/30/2026
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952
Project Description:	Maternal and Child Health Services
Awarding Official:	Summer Puckett
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52275
Index:	50336

Agency	UEI	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$3,042.00	$3,042.00

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification Number:	State Funds	State Funds	02J58701	02J90801	TBD
Federal Award Date:			04/15/24	01/06/25	
Budget Performance Period:			03/01/2024-02/28/2027	10/1/2024-09/30/2025	10/1/2025-09/30/2026
Awarding Agency:			Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)
CFDA Number:			66.468	66.432	66.432
CFDA Name:			Capitalization Grants for Drinking Water State Revolving Funds	State Public Water System Supervision	State Public Water System Supervision
Total Federal Award:			7428000	428250	TBD
Project Description:			Oregon's Drinking Water State Revolving Fund, Base Program: Appropriation for FFY2023	State of Oregon Public Water System Supervision - FY25	State of Oregon Public Water System Supervision - FY25
Awarding Official:			Catelyn Jones	Tiffany Eastman	TBD
Indirect Cost Rate:			17.79%	16.96%	16.96%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No
PCA:	51283	51058	51754	51331	TBD1
Index:	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$63,437.22	$21,145.74	$63,437.22	$15,859.30	$47,577.92	$211,457.40

PE62 Overdose Prevention-Counties

Federal Award Identification Number:	NU17CE010191	NU17CE010191
Federal Award Date:		03/11/25
Budget Performance Period:	09/01/2025-08/31/2026	09/01/2024-8/31/2025
Awarding Agency:	CDC	CDC
CFDA Number:	93.136	93.136
CFDA Name:	Injury Prevention and Control Research and State and Community Based Programs	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	TBD	7709698
Project Description:	Overdose Data to Action in States	Overdose Data to Action in States
Awarding Official:	Natasha Jones	Natasha Jones
Indirect Cost Rate:	0	0
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	TBD2	52463
Index:	50339	50339

Agency	UEI	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$125,833.00	$25,167.00	$151,000.00

PE81-01 HIV/STI Statewide Services (HSSS) Federal Funds

Federal Award Identification Number:	NU62PS924848	NU62PS924848
Federal Award Date:		
Budget Performance Period:	TBD	TBD
Awarding Agency:	CDC	CDC
CFDA Number:	93.940	93.940
CFDA Name:	HIV Prevention Activities Health Department Based	HIV Prevention Activities Health Department Based
Total Federal Award:	$2,128,141	TBD
Project Description:	Oregon Health Authority HIV Surveillance And Prevention Program	Oregon Health Authority HIV Surveillance And Prevention Program
Awarding Official:	Nasima Marguerite Camp	TBD
Indirect Cost Rate:	16.96%	16.96%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	TBD1	TBD2
Index:	50403	50403

Agency	UEI	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	$136,838.00	$12,440.00	$149,278.00