



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of July 8, 2015

DATE: June 30, 2015

FROM: Nancy Mooney, Contract Specialist, Deschutes County Health Services, 322-7516

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2015-432, Intergovernmental Financial Agreement Award #148008 between the Local Public Health Department and the Oregon Health Authority for the financing of Local Public Health Services for fiscal year 2015-2017.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians. In the public sector, OHA will consolidate most of the state's health care programs, including Public Health, the Oregon Health Plan (OHP), HealthyKids Connect, employee benefits and public-private partnerships. This will give the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access. In both the public and the private sector, OHA will be working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's public health focus. Ultimately, OHA is charged with delivering a plan to the Legislature to ensure that all Oregonians have access to affordable health care.

The individual public health programs represented in this Intergovernmental Agreement, range from disease prevention and maternal child health to school based health centers, women, infants and children (WIC), bioterrorism preparedness, Safe Drinking Water Program and family planning. Each grant will have an associated set of program assurances which are the service and quality performance expectations connected with the delivery of the various components of the program itself. The funding attached to this two-year agreement is for year 15-16. Next spring, funding for year 16-17 will be provided by an amendment to this agreement.

FISCAL IMPLICATIONS:

Maximum funding reimbursement for specific Program Elements for year 15-16 is \$1,947,204.

RECOMMENDATION & ACTION REQUESTED:

Request approval and signature of Document #2015-432, Intergovernmental Financial Agreement Award #148008 between the Local Public Health Dept. and the Oregon Health Authority.

ATTENDANCE: Tom Kuhn, Public Health Program Manager

DISTRIBUTION OF DOCUMENTS:

E-mail (connie.thies@state.or.us) or fax 503-373-7889: 1) Signature page – sign and date the signature page (page 3), 2) Contractor Tax Identification Form, 3) Document Return Statement; executed documents to Nancy Mooney, Contract Specialist.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: June 26, 2015

Department: Health Services, Public Health Division

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Connie Thies, Office of Contracts & Procurements

Contractor Phone #: 503-373-7889

Type of Document: Intergovernmental Agreement #148008

Goods and/or Services: The attached IGA between the Oregon Health Authority and Deschutes County outlines the program descriptions and funding for Deschutes County's Public Health Division for fiscal year 2015-2017.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power; the attached Intergovernmental Agreement (#148008) outlines the services and financing for fiscal year 2015-2017.

OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians. In the public sector, OHA will consolidate most of the state's health care programs, including Public Health, the Oregon Health Plan (OHP), HealthyKids Connect, employee benefits and public-private partnerships. This will give the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access. In both the public and the private sector, OHA will be working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's public health focus. Ultimately, OHA is charged with delivering a plan to the Legislature to ensure that all Oregonians have access to affordable health care.

The individual public health programs represented in this Intergovernmental Agreement, range from disease prevention and maternal child health to school based health centers, women, infants and children (WIC), bioterrorism preparedness, Safe Drinking Water Program and family planning. Each grant will have an associated set of program assurances which are the service and quality performance expectations connected with the delivery of the various components of the program itself. The funding attached to this two-year agreement is for year 15-16. Next spring, funding for year 16-17 will be provided by an amendment to this agreement.

Agreement Starting Date: July 1, 2015

Ending Date: June 30, 2017

Annual Value or Total Payment: \$1,947,204 FY15-16.

☒ Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

☐ RFP, Solicitation or Bid Process

☐ Informal quotes (<\$150K)

☒ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If **No**, has budget amendment been submitted? ☐ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:

Phone #:

Departmental Contact and Title:

Phone #:

Department Director Approval:

Jane Smith
Signature

6/27/15

Date

Distribution of Document: e-mail (connie.thies@state.or.us) or fax 503-373-7889: 1) Signature page – sign and date the signature page (page 3), 2) Contractor Tax Identification Form, 3) Document Return Statement; executed documents to Nancy Mooney, Contract Specialist

Official Review:

County Signature Required (check one): ☐ BOCC ☐ Department Director (if <\$25K)

☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2015-432

CONFIDENTIAL
Contractor Tax Identification Information
For Accounting Purposes Only

June 17, 2015

Deschutes County Health Services
Attn: Jane Smilie
2577 NE Courtney Drive
Bend, OR 97701

Re: Document #: 148008

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

Business Name (tax filing): Deschutes County Oregon

Billing Address: 2577 NE Courtney Drive

City: Bend **State:** OR **Zip:** 97701

Phone: 541-322-7400

FEIN: 93-6002292 or

SSN: _____ - _____ - _____

Please return this completed form to:

Connie Thies
Department of Human Services
Office of Contracts and Procurement
250 Winter St NE
Salem, OR 97301
connie.thies@state.or.us
Phone: (503) 945-6372
Fax: (503) 373-7889

DOCUMENT RETURN STATEMENT

June 17, 2015

Re: Document #: **148008**, hereinafter referred to as "Document."

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

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Phil McCoy at (503) 945-5868.

I _____ , _____ ,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Deschutes County Health Services, by e-mail from Connie Thies on June 17, 2015.

On _____ , I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

(Authorizing Signature)

(Date)

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

4. SIGNATURES.

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

By: _____
Name: Priscilla M. Lewis
Title: Deputy Public Health Director

Date: _____

DESCHUTES COUNTY ACTING BY AND THROUGH ITS DESCHUTES COUNTY HEALTH SERVICES (LPHA)

By: _____
Name: _____
Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General by email on June 9, 2015. Copy of emailed approval on file at OHA, OC&P.

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Carole Yann (*or designee*)
Title: Program Support Manager

Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

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

Date: _____

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

AGREEMENT #148008

OREGON HEALTH AUTHORITY 2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Oregon Health Authority 2015-2017 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 Deschutes County Health Services, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Deschutes County (“LPHA”).

RECITALS

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

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

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

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

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

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement is effective on **July 1, 2015**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2017**.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

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

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

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

[Exhibit H Required Provider Contract Provisions](#)

[Exhibit I Provider Insurance Requirements](#)

[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

3. **Contractor or Sub-Recipient Determination and CFDA Numbers.** Contractor or Sub-Recipient determination is listed at Exhibit A “Definitions”. Related federal policy and procedures are referenced in Exhibit G “Required Federal Terms and Conditions”, paragraph 7. “Audits”. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement are listed at Exhibit A, paragraph 16. “Program Element”.

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

4. SIGNATURES.

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

By: _____
Name: Priscilla M. Lewis
Title: Deputy Public Health Director

Date: _____

DESCHUTES COUNTY ACTING BY AND THROUGH ITS DESCHUTES COUNTY HEALTH SERVICES (LPHA)

By: _____
Name: _____
Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General by email on June 9, 2015. Copy of emailed approval on file at OHA, OC&P .

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Carole Yann (*or designee*)
Title: Program Support Manager

Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

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

Date: _____

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT A

DEFINITIONS

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

1. **“Agreement”** means this 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination of this Agreement, of amounts OHA actually disbursed to LPHA under this Agreement with amounts that OHA is obligated to pay to LPHA under this Agreement based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Subtitle B with guidance at 2 CFR Part 200 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Claims”** has the meaning set forth in Section 2 of Exhibit F.
5. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
6. **“OHA”** means the Oregon Health Authority of the State of Oregon.
7. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the Federal Government of the United States.
8. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time.
9. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.iii.(B)(ii.)(a).
10. **“LPHA”** has the meaning set forth in the first paragraph of this Agreement.
11. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

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

2015-2017 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA #	SUB-RECIPIENT (Y/N)
<u>PE 01</u> State Support for Public Health	GF			N
<u>PE 03</u> Tuberculosis Case Management	GF/FF	CDC/TB Prevention and Control	93.116	Y
<u>PE 04</u> Sustainable Relationships for Community Health (SRCH)	FF	CDC/1305 Non-PPHF CDC/1305 PPHF AOA/CDSME	93.945 93.757 93.734	N
<u>PE 05</u> Health Impact Assessment (HIA) Program (Phase I): Building Capacity in Local Public Health Authorities	FF	CDC	93.070	Y
<u>PE 06</u> Brownfields and Public Health: Building Capacities in Local Public Health Authorities (LPHA)	FF	CDC/ATSDR	93.161	Y
<u>PE 07</u> HIV Prevention Services	GF/FF	CDC/Comprehensive HIV Prevention Projects for Health Depts.	93.940	Y
<u>PE 08</u> Ryan White Program, Part B HIV/AIDS Services	GF			Y
<u>PE 10</u> Sexually Transmitted Disease (STD)	GF			N
<u>PE 13</u> Tobacco Prevention and Education Program (TPEP)	OF			N
<u>PE 14</u> Tribal Healthy Communities	FF	CDC/Collaborative Chronic Disease Prevention, CDC/Asthma from a Public Health Perspective, CDC/ACA Collaborative CD Program, AOA/CDSME Program	93.283 93.070 93.734 93.544	Y
<u>PE 15</u> Healthy Communities (HC) Phase II - Implementation	OF/FF	CDC/Collaborative Chronic Disease Prevention, CDC/Asthma from a Public Health Perspective, CDC/ACA Collaborative CD Program, AOA/CDSME Program	93.283 93.070 93.734 93.544	Y
<u>PE 16</u> Tribal Tobacco Prevention and Education Program	OF			N
<u>PE 19</u> PDES • BJA Prescription Drug Monitoring	FF	USDOJ	16.754	Y

2015-2017 PROGRAM ELEMENTS (PE)				
PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA #	SUB-RECIPIENT (Y/N)
• Survey Unit Oversight	OF			N
• CMMI Race Over Sample	FF	CDC	93.624	Y
• Falls Prevention	FF			Y
<u>PE 20</u> Statewide Lead Line	FF	EPA	66.707	Y
<u>PE 21</u> Services to Victims of Sexual Offenses (OCADSV)	FF	CDC/Public Health Block Grant	93.758	Y
<u>PE 25</u> Metro Area Pertussis Surveillance	FF	CDC/EIP Grant	93.283	Y
<u>PE 30</u> Community Prevention Program	FF	DHHS	93.624	Y
<u>PE 40</u> Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Services	FF	Agriculture/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	Y
<u>PE 41</u> Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y
<u>PE 42</u> Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants	93.994	N/Y* *OMC Title V
<u>PE 43</u> Public Health Practice (PHP) - Immunization Services	GF/FF	CDC/Immunization Grants	93.268	N
<u>PE 44</u> School-Based Health Centers (SBHC)	GF			N
<u>PE 45</u> Tribal Maternal and Child Health Services	FF	HRSA/ Maternal & Child Health Block Grants	93.994	Y
<u>PE 48</u> Personal Responsibility Education Program (PREP)	FF	DHHS/ACA/ Personal Responsibility Education Program	93.092	Y
<u>PE 50</u> Safe Drinking Water (SDW) Program	OF/FF	EPA/Primacy, EPA/SRF State Program Management	66.432 66.468	N

17. **“Program Element Description”** means the description of the group of services falling within a Program Element, as set forth in Exhibit B.
18. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.
19. **“Contractor”** or **“Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 16 “Program Element” above.

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT B

PROGRAM ELEMENT DESCRIPTIONS

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

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

2. Definitions Specific to SSPH

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

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

[Copy this link and paste into your browser's address bar.]

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

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

3. Standards for Program Operations.

a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437

and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

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

[Copy this link and paste into your browser's address bar.]

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

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

Program Element #04 Sustainable Relationships for Community Health (SRCH)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, for a Local Public Health Authority (LPHA) to partner with their regional Coordinated Care Organizations (CCO) and local Community Self-Management Program (CSMP) organizations to align and delineate organizational roles and responsibilities to improve health outcomes, while leveraging existing community-wide health improvement initiatives. LPHA will specifically address issues related to areas of quality improvement, including use of quality measures, electronic health records and health information technology, and traditional health workers in team-based care. LPHA will also increase the use of evidence-based Community Self-Management Programs (CSMP) through closed-loop health system referral and reimbursement.
2. **Definitions Specific to this Program Element.**
 - a. **Community Self-Management Program (CSMP):** According to the Institute of Medicine, self-management programs are “the systematic provision of education and supportive interventions...to increase patients’ skills and confidence in managing their health problems, including regular assessment of progress and problems, goal setting, and problem-solving support.” Community Self-Management Programs (CSMPs) are provided in community settings that are accessible and culturally sensitive to participants, e.g. community centers, places of worship, community-based organization offices. CSMPs focus on patient-perceived problems and needs, and emphasize skills such as problem solving and decision-making. They prepare people with chronic conditions to have the skills and confidence to manage their disease(s) on a daily basis and to manage its impact on activities and emotions. Self-management programs improve quality of life and support the Triple Aim of health systems transformation by reducing costly health crises and improving health outcomes for chronically ill patients with conditions such as asthma, cardiovascular disease, depression, diabetes, and arthritis. CSMPs are delivered by people who are known, trusted, culturally sensitive and fluent in the language of the target community. CSMP facilitators need not be health professionals, but they are trained and prepared for their role. For the purposes of this document, CSMPs are limited to those identified and supported by the Oregon Health Authority’s Public Health Division. These currently include Stanford Chronic Disease Self-Management Programs (e.g., CDSMP/Living Well, Tomando Control de su Salud, the Diabetes Self-Management Program, the Positive Self-Management Program, the Chronic Pain Self-Management Program, and the online Better Choices, Better Health program), the National Diabetes Prevention Program, and Walk With Ease. For more information about the evidence-based CSMPs currently supported by OHA/PHD, see <http://www.healthoregon.org/takecontrol>.
 - b. **Closed-Loop Referrals:** are referrals that, in addition to linking the referred individual to a given self-management intervention as described below, also provide the referring entity with timely follow-up information pertinent to the individual’s continuing care. Examples of information to close the referral loop include updates on whether the referred individual received the intervention, outcomes related to receipt of the intervention (e.g., identified self-management goals, improved disease status, reduction

of risk factors such as tobacco use) and any barriers precluding receipt of the intervention.

- c. **Evidence-Based Practice:** refers to practices set forth in disease management criteria established by national guideline from expert organizations such as the Centers for Disease Control and Prevention, Administration for Community Living, National Institutes of Health, the Community Guide to Preventive Services, the National Council on Aging, the American Diabetes Association and the American Heart Association.
- d. **Health Information Technology (HIT):** encompasses a wide range of products and services including software, hardware and infrastructure designed to collect, store and exchange patient data throughout the clinical practice of medicine.

3. **Local Activities.** LPHAs, will focus efforts in cooperation with CCOs, and CSMP organizations (consortium partners) on the activities described in subsections 3.a. through 3.d. below. Together, these collaborative activities will support participating partners in the development of plans to improve inter-organizational partnerships and the creation of joint agreements with LPHAs, regional CCO and local community-based organization to address chronic disease prevention, early detection and self-management.

a. **Participate in Institute Activities to create Sustainable Relationships for Community Health (SRCH) Institutes.** LPHAs, including Key Person(s) from each consortium partner, will actively participate in Institutes to develop Sustainable Relationships for Community Health Institutes (SRCH Institutes). OHA will convene the SRCH Institutes as a “learning collaborative,” where local consortium members will participate in a series of facilitated discussions and receive technical assistance. Discussions and technical assistance will engage local leaders involved in health system transformation and development of community-clinical linkages to align and delineate organizational roles and responsibilities to improve health outcomes, while leveraging existing community-wide health improvement initiatives.

- (1) The SRCH Institutes will assist consortium members to co-design (1) local initiatives to improve cross-sector partnerships and (2) joint agreements with consortium partners to address the local burden related to prevention, early detection and self-management.
- (2) The SRCH Institutes will include three in-person two-day meetings during the period April through September, 2015. Additionally, LPHAs will:
 - (a) Conduct pre-work on the consortium’s needs, strengths, and goals for participation in the SRCH Institutes;
 - (b) Engage in activities between Institute in-person meetings, including facilitated Technical Assistance calls/webinars, and individual coaching;
- (3) The SRCH Institutes will support LPHAs, CCOs and CSMP Providers in developing formal commitments, such as memoranda of understanding and data-sharing agreements, to reinforce collaboration and a long-term commitment to

health system improvement and community-clinical linkages. Consortium members will share outcomes and assist OHA with the dissemination of findings.

- b.** Advance Health System Interventions. During the SRCH Institutes, consortium members will participate in structured, facilitated discussions and activities to co-design and advance health system interventions addressing prevention, early detection and self-management of chronic disease that:

- (1) Increase implementation of quality improvement processes in health systems.
- (2) Increase electronic health records (EHR) utilization and the use of health information technology (HIT) to improve quality of care.
- (3) Increase the institutionalization and monitoring of aggregated/standardized quality measures at the provider and systems level.
- (4) Increase use of team-based care in clinical and community health systems settings.
- (5) Increase engagement of non-physician team members (e.g., care coordinators, pharmacists, community health workers, patient navigators, peer support specialists, peer wellness specialists) in hypertension, pre-diabetes and diabetes management in health care systems and community settings.

- c.** Promote Community-Clinical Linkages to Support Patient Self-Management. During the SRCH Institutes, consortium members will participate in structured facilitated discussions and activities that develop and reinforce long-term commitments to community-clinical linkages, quality improvement, data-sharing, collaboration and partnerships between LPHA(s), CCO(s), CSMP Providers and others. Consortium members will co-design self-management support strategies for those enrolled in the Oregon Health Plan that:

- (1) Increase access to evidence-based chronic disease self-management programs (CSMPs), especially those delivered in community settings
- (2) Increase closed-loop referrals and reimbursement for evidence-based chronic disease self-management programs (CSMPs), especially those delivered in community settings.
- (3) Increase use of non-physician health workers in community and health care settings in support of self-management.

- d.** Development and Implementation of a Plan to Sustain Relationships for Community Health.

- (1) By the conclusion of the facilitated discussions and technical assistance offered during the SRCH Institutes, local consortium members will have co-created a

plan and agreements that enhance collaboration, promote community-clinical linkages and advance health system interventions.

- (2) The plan and agreements will delineate roles and responsibilities; identify staffing and training needs; and ultimately create mechanisms to facilitate better care, better health, and lower cost. Each consortium's plan and agreements shall include specific strategies, actions, organizational/individual responsibilities and a timeline to:
 - (a) Improve the use of quality measures; EHR/HIT, and traditional health workers in team-based care, and;
 - (b) Increase the use of CSMPs through development or improvement of systems enabling Closed Loop Referrals of appropriate patients and payments or reimbursement to organizations providing CSMPs.

4. Procedural and Operational Requirements.

- a. By accepting and using the financial assistance funding provided by Department under the Financial Assistance Agreement and this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
 - (1) LPHA shall implement its activities in accordance with this Program Element.
 - (2) LPHA must assure that it is staffed at the appropriate level to address subsections 3.a. through 3.d. of this Program Element. LPHA will designate a point of contact between the Recipient and OHA. Funds for this program element are to be directed to personnel, travel and other expenses in support of subsections 3.a. through 3.d.
 - (3) LPHA must use the funds awarded under this Agreement for this Program Element in accordance with its budget as approved by the Department. Modifications to the budget may only be made with Department approval.
 - (4) LPHA must attend all Institute Meetings with partnering CCO and community-based organizations.
 - (5) LPHA must attend all meetings reasonably required by HPCDP.
 - (6) LPHA must comply with Department's Health Promotion and Chronic Disease Prevention Program Guidelines and Policies.
- b. In the event of any omission from, or conflict or inconsistency between, the provisions of the Budget and the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.

5. **Reporting Requirements.** Successful Proposers shall submit to HPCDP copies of products developed through the SRCH Institutes including: 1) official agreements such as Memorandum of Understanding, data sharing agreements, and other legal agreements; 2) protocols for

referrals, payment and data sharing; and 3) other documentation demonstrating successful implementation which may include position descriptions, staffing plans, business plans, technology plans, etc. Successful Proposers will also work with OHA to share experiences and promising practices with others.

6. **Program Evaluation.** LPHAs will assist OHA with program evaluation throughout the duration of the Agreement period(s), as well as with final project evaluation. Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help develop an evaluation plan specific to the project, collecting data and maintaining documentation throughout the Agreement period, responding to evaluator's requests for information and collaborating with the evaluator to develop final reports to highlight the outcomes of the work. One representative from each consortium will be required to participate on a project evaluation advisory group.
7. **Performance Measures.** LPHA's that complete fewer than 75% of the planned activities in its Local Program Budget, set forth as Attachment 1 to this Program Element and incorporated herein the Agreement by reference, for two consecutive calendar quarters in one state fiscal year will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment 1 to Program Element #04 Sustainable Relationships for Community Health
(SRCH)
Local Program Budget
*[Reserved]***

Program Element #07: HIV Prevention Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, for the following services and appropriate costs associated with the delivery of these services, which are to be delivered in a manner satisfactory to OHA:
 - a. Confidential HIV CTRS, including rapid HIV testing;
 - b. Comprehensive Prevention with Positives services (see Section 2. “Definitions Specific to HIV Services” of this Program Element). At a minimum, LPHAs must support linkage to Partner Services and HIV care and treatment for people living with HIV (PLWH). However, funds may be used to support any service that is listed in the definition of Comprehensive Prevention with Positives and approved by OHA during the program planning process;
 - c. Other HIV prevention services with evidence of effectiveness to identified priority populations in LPHA’s service area; and

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

2. Definitions Specific to HIV Prevention Services.

- a. **CDC** means: Federal Centers for Disease Control and Prevention.
- b. **Client Focused Counseling** means: A counseling technique used in HIV Counseling, Testing, and Referral Services that usually consists of (i) a personalized risk assessment counseling session that encourages the individual to identify, understand, and acknowledge the behaviors and circumstances that put the individual at risk for HIV, explores previous attempts to reduce risk, identifies successes and challenges in these efforts and culminates, in most cases, in a commitment from the individual to adopt at least one risk reduction behavior, and (ii) a second counseling session in which the counselor discusses the HIV test results, explores how the individual may have implemented the risk reduction behavior the individual committed to in the first session, identifies with the individual additional risk reduction behaviors he/she may also adopt, and makes any appropriate referrals. When using HIV rapid testing technology, there may be only one condensed client-focused counseling session.
- c. **Clinical Laboratory Improvement Amendments (CLIA)** means: Federal legislation that governs the licensing of laboratories. A CLIA certificate of waiver allows laboratories to perform simple laboratory tests

- d. **Community Review Panel (a/k/a Program Review Panel)** means: A panel comprised of community members and established in accordance with CDC guidelines which are available for review at <http://www.cdc.gov/od/pgo/forms/hiv.htm>, which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services. Review panels may be convened by OHA or the LPHA.
- e. **Comprehensive Prevention with Positives** means: Comprehensive Prevention with Positives are services for PLWH that help prevent onward transmission to others. These services include linkage, retention or re-engagement in care and treatment, prevention services, or other medical and social services; risk screening; interventions focusing on treatment adherence, risk reduction, or disclosure; interventions for HIV-discordant couples; referrals to screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV-positive pregnant women receive the necessary interventions to prevent mother-to-child transmission.
- f. **Culturally Appropriate** means: Characteristic of services provided to clients with diverse values, ethnicities, sexual orientations, gender identities, beliefs and behaviors that include, as necessary, the tailoring of delivery methods to meet client's social, cultural and linguistic needs.
- g. **HIV Counseling, Testing, and Referral Services (CTRS)** means: An HIV prevention service, which includes client focused counseling, obtaining a blood or oral fluid specimen on which to conduct an HIV test, and referral and linkage to other appropriate services.
- h. **HIV Prevention Program Plan and Report Workbook** means: The workbook that describes HIV Counseling, Testing and Referral Services, Comprehensive Prevention with Positives Services, and other HIV prevention services that LPHA intends to deliver with funds provided under this Agreement for this Program Element. Each HIV Prevention Program Plan and Report Workbook includes a specific engagement plan for communities of color and also includes anti-stigma approaches and activities for priority populations which are in alignment with the National HIV/AIDS Strategy.
- i. **HIV Partner Services** means: A set of free services provided by LPHA to 1) inform HIV-positive persons of their diagnosis and link them to care and treatment services; 2) identify their sex and needle-sharing partners; and 3) notify partners of their potential exposure and link them to testing and other services in a timely manner.
- j. **Preliminary Positive** means: A result from a Rapid HIV Test that indicates HIV antibodies are in the blood of the person tested. A preliminary positive test result must be followed up with a serum or oral fluid HIV test to determine if the individual is actually infected with HIV. If rapid tests are used for both preliminary and confirmatory testing, LPHA must confirm that the test kits must be produced by different manufacturers.

- k. **Rapid HIV Test** means: An FDA-approved HIV test that yields negative or preliminary positive test results within a short time period (less than 30 minutes) after processing specimen.
- l. **Sub-contractor** means: A provider offering services pursuant to a subcontract of the LPHA for the purposes of providing HIV Prevention services to a targeted population.

3. Procedural and Operational Requirements.

- a. **Staffing Requirements and Staff Qualifications for HIV CTRS.** All individuals providing HIV CTRS supported in whole or part with funds provided under this Agreement must have received baseline training in the essentials of HIV prevention which includes client focused counseling techniques, motivational interviewing skills, HIV transmission basics, risk reduction messages, provision for making effective referrals and linking people to care, and a general orientation to the priority populations in Oregon. If staff is providing Rapid HIV Tests, appropriate training in methods and in rapid HIV CTRS according to CDC HIV CTRS guidelines, in addition to the product-specific guidelines identified by the company(ies) that manufacture the HIV Rapid Tests must be ensured. Staff that conduct rapid HIV tests must acquire a training certification from the company(ies) that manufacture the specific rapid HIV tests which are utilized during HIV CTRS sessions. In addition, contractors should plan on participating in CTRS trainings after updates to the curricula have been made by the CDC and as reasonably requested by the OHA HIV Prevention Program. To ensure that the skills acquired during baseline training are employed during CTR services, the OHA HIV Prevention Program reserves the right to shadow contractors during at least one CTR session within a triennial review period. Baseline training (in person or web-based) will be available from the OHA.
- b. **Minimum Service Requirements for HIV CTRS.**
 - i. All HIV CTRS supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's HIV Prevention Program Plan and Report Workbook and must meet the following minimum requirements:
 - ii. HIV CTRS must be available on a voluntary and confidential basis within the LPHA's service area. If a client requests anonymous HIV testing, staff should explore the client's concerns, explain how client data are used and protected, and provide information about obtaining an anonymous test (e.g., a home test kit).
 - iii. HIV CTRS must be provided in accordance with applicable Oregon and Federal statutory and regulatory requirements, must be easily accessible, available, and culturally appropriate. The identity of an individual receiving HIV CTRS must not be released to anyone without the written consent of the individual, except when otherwise required, or permitted, by Oregon or Federal statute or regulation.
 - iv. HIV CTRS must be available for priority populations, identified in the current Oregon Jurisdictional HIV Prevention Plan available at: healthoregon.org/hivprevention, regardless of an individual's ability to pay. LPHA may impose fees for HIV CTRS but fees may not exceed the reasonable cost of the

service. LPHA may not deny HIV CTRS because of an individual's inability to pay for the services. Revenues generated from HIV CTRS supported in whole or in part with funds provided under this Agreement, and any donations received for HIV CTRS, may only be used for HIV prevention services. LPHA must report all HIV CTRS fee revenue and donations to the LPHA on the "Oregon Health Authority Public Health Division Expenditure and Revenue Report" under Section B of Exhibit C of this Agreement.

- v.** All individuals receiving HIV CTRS who are at increased risk for HIV infection (e.g., priority populations) must have information offered to them regarding the meaning of their test results, HIV transmission and prevention, and prevention and testing services for related infections (e.g., hepatitis, sexually transmitted infections, and tuberculosis) as appropriate. This information may be offered via client-focused counseling or via educational materials.
- vi.** LPHAs will ensure that at least 95% of positive test results are delivered to clients testing for HIV.
- vii.** HIV test results must be provided in a professional and supportive manner. Individuals must be provided adequate opportunity to ask questions regarding HIV test results.
- viii.** If LPHA tests an individual for HIV and the test result is positive (either preliminary or confirmatory), LPHA must:

 - (a.) Explain to the individual the meaning of the test results.
 - (b.) Encourage the individual to participate in Partner Services and facilitate entry to this service.
 - (c.) Provide referral for medical evaluation and ensure linkage to care.
 - (d.) Provide the individual with information about and/or referral to other services (e.g., mental health services, support groups and networks for PLWH) as appropriate.
 - (e.) Maintain the strict confidentiality of both the receipt of the HIV test and the HIV test result.
 - (f.) If the result is a Rapid HIV Test preliminary positive, offer the individual a confirmatory HIV test or referral for confirmatory HIV testing. Confirmatory testing may be conducted by a laboratory or by a rapid test from a different manufacturer than the first rapid test which was administered.
- ix.** An LPHA utilizing Rapid HIV Tests must be enrolled in CLIA and have a Certificate of Waiver.
- x.** An OHA approved HIV Test Request and HIV Counseling, Testing, and Referral Form (Form 44) must be completed for each HIV counseling and testing encounter that is supported in whole or in part with funds provided under this Agreement. The form may be obtained through the Oregon State Public Health Laboratory.

- c. **Other HIV Prevention Services and Structural Activities.** All HIV prevention services and structural activities supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's approved HIV Prevention Program Plan and Report Workbook (this form may be obtained from the state HIV Prevention Program) and must meet the following minimum requirements:
- i. Program must be evidence-based and targeted to prioritized populations and sub-populations identified in the current Oregon Jurisdictional HIV Prevention Plan available at healthoregon.org/hivprevention.
 - ii. Strategies endorsed by the CDC, such as Social Network Strategy recruitment into CTRS or other evidence-based interventions may be implemented, subject to approval of the LPHA's Program Plan and Report Workbook by the OHA HIV Prevention Program and after completion of relevant training for staff.
 - iii. Structural activities, such as network building to meet the needs of a targeted population group, work with related agencies to promote HIV risk reduction, etc., may be implemented, subject to approval of the LPHA's Program Plan and Report Workbook by the OHA HIV Prevention Program.
 - iv. OHA HIV Prevention-approved evidence-based interventions must be implemented with fidelity to the core elements of the intervention (a core element is a part of the intervention that is crucial to satisfying the intervention's goals and objectives).
- d. **All HIV Prevention Services.** All LPHAs providing HIV prevention services supported in whole or in part with funds provided under this Agreement must meet the following requirements:
- i. Monitoring activities related to capacity building efforts to support the provision of HIV prevention services.
 - ii. Condoms must be available and distributed to populations engaging in high risk behaviors, consistent with populations targeted by the LPHA in its HIV Prevention Program Model Plan.
 - iii. If any part of the HIV prevention program of the LPHA is supported by federal HIV prevention funds, all HIV educational materials must be reviewed and approved by a local or statewide Program Review Panel in accordance with CDC guidelines.
 - iv. The LPHA must make available, to the general public, a minimum of one English and one Spanish educational material (e.g., brochure, video) providing basic information about how HIV is acquired and transmitted, when and where HIV testing is available, and general information about HIV care services. Currently, the "Know the Facts" brochure produced by the OHA HIV Prevention Program meets this standard.
 - v. Contractors are required to conduct data submissions at least quarterly. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the contractor to establish and implement a corrective action plan.

- vi. Additionally, contractors provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the agency's program plan using the appropriate tab of the "OHA HIV Prevention Program Plan and Report Workbook." This report is due within 30 days after the close of each calendar quarter.
- vii. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.
- e. **Conflicts.** In the event of a conflict or inconsistency between the provisions of the HIV Prevention Program Plan and Report Workbook and the other provisions of this Program Element Description, the other provisions of this Program Element Description shall take precedence.
- f. **Confidentiality.** In addition to the requirements set forth in Section 6 of Exhibit E, General Terms and Conditions, of this Agreement and above in this Program Element Description, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
 - i. All materials related to the delivery of HIV Prevention Services that contain names of individuals receiving services or other identifying information must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel and all computers and data programs that contain such information must have restricted access. Providers of HIV Prevention Services must comply with all applicable county, state and federal confidentiality requirements applicable to the delivery of services. Each provider agency will designate an Overall Responsible Party (ORP) for confidentiality protection procedures.
 - ii. Breaches of confidentiality are serious and require immediate action. Breaches may occur as the result of unauthorized access to paper records, electronic records, including information transmitted electronically via fax, verbal communications, audio or video recordings, electronic displays and electronic-generated reports. Therefore, supervisory or administrative staff of a provider of HIV Prevention Services must evaluate all known alleged breaches by its staff, including volunteers and subcontractor staff, of the confidentiality requirements of this Program Element Description and must document the process of resolution of breaches of confidentiality. Potential breaches of confidentiality are those in which confidential information was accessible to and may have been viewed by unauthorized persons. Known alleged breaches of confidentiality are those in which the sharing of confidential information with unauthorized persons was witnessed or documented. All confirmed breaches of the confidentiality requirements of this Program Element Description must result in appropriate sanctions in accordance with Provider policy and procedure and applicable law. Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.

- iii. Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element Description. Such policy must describe the consequences to the employee, volunteer or subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.

4. Certain limitations on use of financial assistance awarded for HIV Prevention Services.

Funds awarded for HIV Prevention Services may only be used to support the following activities during the period for which the funds are awarded:

- a. Programs defined and described in the current Oregon Jurisdictional HIV Prevention Plan available at healthoregon.org/hivprevention.
- b. Networking, collaborating, and building relationships with other agencies working with the targeted populations. This may include attending meetings and giving presentations at said agencies;
- c. Other supporting activities such as advertising and promotion of activities;
- d. Travel costs incurred conducting services;
- e. Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked;
- f. Purchase and/or production of program materials;
- g. Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA;
- h. Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings;
- i. Paperwork, meetings, and preparation related to conducting programs;
- j. Supervision, data collection and review, participation in planning and networking groups, and/or other related activities directly related to the delivery of HIV prevention services included in the LPHA HIV Prevention Program Plan and Report Workbook, which has been approved by the OHA.

5. Agency responsibility if subcontracting for delivery of services. An LPHA may use a portion of HIV Prevention program funding to subcontract with another community based agency for delivery of services with the following responsibilities:

- a. An LPHA that contracts for services using program funds will ensure the completion of the “OHA HIV Prevention Program Plan and Report Workbook” both for its agency

and the subcontractor agency submitting both in a timely manner as requested by the program.

- b.** LPHAs will ensure that the subcontractor's fiscal and monitoring data is submitted in a timely manner.
- c.** In partnership with the state program, LPHA will identify and participate in capacity building and quality assurance activities applicable to the subcontractor.

Program Element #08: Ryan White Program, Part B HIV/ AIDS Services

1. **General Description.** Funds provided under this Agreement for this Program Element must only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver to eligible individuals with HIV and their families one or more of the services described in the Program, Part B of XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program), referred to hereafter as “Ryan White Program”. Expenditure of these funds must be directly related to an individual’s HIV positive status and is necessary to help him/her remain in HIV medical care or to the removal of barriers to his/her receipt of appropriate medical care and treatment. All Ryan White Program, Part B HIV/AIDS Services that are supported in whole or in part with funds provided under this Agreement must be delivered in accordance with OAR 333-022-2000 and the Oregon “HIV Medical Case Management Standards of Service” and “HIV Case Management and Support Services Policies, Services Definitions & Guidance”.
2. **Definitions specific to Ryan White Program, Part B HIV/AIDS Services.**
 - a. **Case Management or Case Management Services.** Case management is a range of client-centered services that link clients with health care, psychosocial and other services. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client’s and other key family members’ needs and personal support systems. Key activities include (1) initial assessment of service needs, (2) development of a comprehensive, individualized service plan, (3) coordination and referral follow-up of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. Case management includes client-specific advocacy and review of the client’s utilization of services. Case management includes, but is not limited to face-to-face coordination, phone contact, and other appropriate forms of communication.

Two types of case management are allowable: medical case management and non-medical case management. Medical case management must be provided by a Registered Nurse licensed in Oregon. The coordination and follow-up of medical treatments is a component of medical case management. Medical case management includes the provision of medical treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS medication regimens and treatments. Additionally, medical case management includes liver health, nutritional and oral health assessment and education.
 - b. **Oregon Health Authority (OHA), Part B Ryan White Program, Part B HIV Medical Case Management Standards of Service:** The “Standards”, incorporated herein by this reference that outlines or defines the set of standards and provides directions for delivery of HIV/AIDS Case Management in the State of Oregon. These standards also provide a framework for evaluating HIV/AIDS Case Management Services and defining a case manager’s accountability to the public and to the individuals receiving Ryan White Program, Part B Program, Part B HIV/AIDS Services. These standards are available at www.healthoregon.org/hiv.

- c. **HRSA/HAB or Health Resources and Services Administration HIV/AIDS Bureau:** The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA is available at www.hab.hrsa.gov
- d. **XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program):** Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.
- e. **Program, Part B HIV Care and Treatment Program:** The State program, funded predominately under Program, Part B of the Ryan White Program, for improving the quality, availability, and organization of health care and support services to individuals with HIV and their families, with the goal of improved health outcomes for individuals with HIV.
- f. **Oregon HIV Case Management and Support Services Policies, Services Definitions & Guidance:** The “Policy Guidance”, incorporated herein by this reference, that defines the range of support services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service and eligibility definitions, and guidance for the delivery of support services. The Policy Guidance is available at www.healthoregon.org/hiv.

3. Procedural and Operational Requirements. All Ryan White Program, Part B HIV/AIDS 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. **Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of Intake. Thereafter, income, health insurance status and residency must be verified every 6 months. Ryan White Program, Part B HIV/AIDS Services may only be delivered to HIV-infected individuals in LPHA’s service area who are active participants in Case Management Services that comply with the requirements of the Oregon Program, Part B Standards, and to their affected families of origin or choice. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.
- b. **Certain Limitations on Use of Financial Assistance.**
 - i. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS services that the funds are being used in a manner that complies with this paragraph.

- ii. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for support services that directly benefits the health of, or is related to the HIV positive status of an individual.
 - iii. Only clients at or below 250% of federal poverty level are eligible for financial assistance.
 - iv. No charges to clients shall be imposed for services rendered under this PE.
 - v. Under no circumstances may the financial assistance be used to provide direct cash payments to an individual receiving Ryan White Program, Part B HIV/AIDS Services.
 - vi. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used in accordance with the Program Policies, Services Definitions and Guidance for the Ryan White Program, Part B, HIV Care and Treatment Program, as submitted with the Oregon application for Ryan White Program, Part B funding, which document is incorporated by this reference and is available for review at www.healthoregon.org/hiv.
- c. LPHA, as the first-tier contractor, may use up to 10% of the aggregate financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services to cover LPHA's costs of administering its Ryan White Program, Part B HIV/AIDS Services. LPHA may permit any of its Providers of Ryan White Program, Part B HIV/AIDS Services, as second-tier contractor, to use up to 10% of the funds paid to that Provider by LPHA for Ryan White Program, Part B HIV/AIDS Services for Provider administrative costs. The aggregate of funds provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services that are used to cover administrative costs beyond the first line entity may not exceed 10% of the total Ryan White Program, Part B HIV/AIDS Services funds expended by LPHA under this Agreement. For purposes of this limitation, the costs of administration include usual and recognized overhead activities, including rent, utilities and facility costs; costs of management oversight of specific programs funded under this Part, including program coordination, clerical, financial and management staff not directly related to client services; program evaluation; liability insurance; audits; computer hardware/software not directly related to client services; and completion of Ryan White Program data reports and other required reports, to the extent such costs are allowable under applicable OMB cost principles.
- d. **General Requirements Applicable to all Ryan White Program, Part B HIV/AIDS Services.**
 - i. Financial assistance provided under the Agreement for Ryan White Program, Part B HIV/AIDS Services must be budgeted by LPHA in a manner that would reasonably be expected to assure funding availability throughout the contract period; and with a

priority to "Core" services as defined within the program guidance. Financial assistance to specific clients must be prioritized based on a client's level of need and in accordance with the Policy Guidance and Standards.

- ii.** All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered consistent with the service priorities set forth in the Policy Guidance, LPHA must use the funds awarded to LPHA under this Agreement for Ryan White Program, Part B HIV/AIDS Services in accordance with the care services budget which is attached to this Program Element Description as Attachment 1 and incorporated herein by this reference (the "Care Services Budget"). Modifications of this budget may only be made with OHA approval, as reflected in an amendment to this Agreement, duly executed by all parties.
- iii.** In the event of any conflict or inconsistency between LPHA's Care Services Budget and the provisions of this Program Element Description (excluding any attachments), the provisions of this Program Element Description (excluding any attachments) shall control.
- iv.** All Ryan White Program, Part B HIV/AIDS Services must be available and delivered in a culturally and linguistically appropriate manner and must meet the National Standards on Culturally and Linguistically Appropriate Services (CLAS); specifically the mandates which are the current Federal requirements for all recipients of Federal funds (Standards 4, 5, 6, and 7 at <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>).
- v.** LPHA will comply with the Americans with Disabilities Act (ADA) requirements and ensure that the facility is accessible by public transportation or provide for transportation assistance to the facility when needed, which may be paid utilizing funds under this Agreement per guidance in Section 3.c.i. of this Program Element.
- vi.** LPHA providing Ryan White Program, Part B HIV/AIDS Services may not solicit or receive payments in kind or cash for purchasing, leasing, ordering, or recommending the purchase, lease or ordering of any goods, facility services or items. Applicable policies must be available upon request.
- vii.** LPHA must comply with statute (41 USC 4712), which states that an employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by policy, form, or condition of employment. Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority related to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant.

e. Case Management.

- i.** Case Management services must be provided to all eligible individuals within LPHA's service area who seek such services and must be delivered consistently throughout the period for which financial assistance is awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services.
- ii.** All Case Management services must be delivered in accordance with the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- iii.** LPHA shall establish a grievance policy, which includes the client's right for a hearing in accordance with OAR 333-022-2000, for recipients of Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement and shall make this policy known to and available to individuals receiving the services.
- iv.** All Providers of Ryan White Program, Part B HIV/AIDS Services must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.

f. Confidentiality. In addition to the requirements set forth in section 6 of Exhibit E of this Agreement, all Providers of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:

- i.** No information regarding an individual's HIV-positive status may be kept or retained on file by a Provider of Ryan White Program, Part B HIV/AIDS Services without documentation of an established "client with service provider" relationship between the Provider and the individual. This relationship is established when a Provider of Ryan White Program, Part B HIV/AIDS Services, at a minimum, engages in an interview or dialog with the individual that results in a specific record being developed relative to prospective services available to that individual.
- ii.** All materials related to the delivery of Ryan White Program, Part B HIV/AIDS Services that contain names or other identifying information of individuals receiving services must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel, and all computers and data programs that contain such information must have restricted access. Staff computers must be in a secure area not accessible by the public, and computer systems must be password protected. Providers of Ryan White Program, Part B HIV/AIDS Services must comply with all county, state and federal confidentiality requirements applicable to the delivery of Ryan White Program, Part B HIV/AIDS Services.
- iii.** Breaches of confidentiality are serious and require immediate action. Therefore, the supervisory or administrative staff of a Ryan White Program, Part B HIV/AIDS Services funded Provider must immediately investigate, evaluate and, if necessary, correct any alleged breaches by its staff of the confidentiality requirements of this Program Element; further, Provider must document the steps it takes to resolve any breaches of confidentiality. All confirmed breaches of the confidentiality

requirements of this Program Element must result in appropriate sanctions in accordance with Provider policy and procedure and applicable law. Each Provider of Ryan White Program, Part B HIV/AIDS Services must report to OHA in sufficient detail any confirmed breaches by its staff of the confidentiality requirements of this Program Element within 14 days of Provider's evaluation of such breaches as described above.

- iv. Providers of Ryan White Program, Part B HIV/AIDS Services must establish and comply with a written policy and procedure regarding breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee or volunteer for a verified breach of the confidentiality requirements of this Program Element.
- v. Providers of Ryan White Program, Part B HIV/AIDS Services must conduct an annual review, and maintain documentation of that annual review, of county, state, and federal requirements regarding the confidentiality of information related to individuals receiving Ryan White Program, Part B HIV/AIDS Services. Providers of Ryan White Program, Part B HIV/AIDS Services must require employees and any non-paid staff (i.e. volunteers) who, in the course of performing their job, have access to such information to have an annual review of the confidentiality requirements and to acknowledge in writing his/her understanding of such requirements governing this information.
- vi. Providers of Ryan White Program, Part B HIV/AIDS Services must provide an on-site private room for individuals providing Case Management services to counsel or interview individuals receiving Ryan White Program, Part B HIV/AIDS Services.

g. LPHA Staffing Requirements and Staff Qualifications.

- i. LPHA must employ a Registered Nurse trained in the use of the Oregon Program, Part B HIV Medical Case Management Standards of Service for the delivery of Ryan White Program, Part B HIV/AIDS Services. Any additional staff must also be trained in the use of the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- ii. LPHA shall provide staffing for Case Management services as identified in the Care Services Budget and in accordance with the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- iii. All LPHA and Provider staff who provide Ryan White Program, Part B HIV/AIDS Services must attend training sessions and be appropriately trained on the delivery of such services, as reasonably designated by OHA. OHA will inform LPHA of the schedule and locations for the training sessions.
- iv. LPHA shall provide an Information Technology (IT) contact to execute and ensure compliance with the RW CAREWare Client Tier Installation Instructions, which are available from OHA upon request.

h. LPHA Fiscal Controls and General Administration.

- i. LPHA must have appropriate fiscal controls in place for the use and disbursement of financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services. LPHA must document in its files the types of agreement monitoring activities that LPHA will perform with respect to Provider Agreements for the delivery of Ryan White Program, Part B HIV/AIDS Services and the projected schedule of such monitoring activities during the term of this Agreement. Required monitoring activities include but are not limited to determining whether the basic elements of the Program, the standards are being met and taking appropriate action if they are not. LPHA must submit to OHA copies of all Provider Agreements (i.e. LPHA Financial Assistance Grant Agreements) for the delivery of Ryan White Program, Part B HIV/AIDS Services during the term of this Agreement. LPHA may not pay the Provider with funds received under this Agreement for this Program Element until OHA has received a copy of the Provider Agreement. OHA's obligation to disburse financial assistance provided under this Agreement for this Program Element to cover payments on a Provider Agreement is conditioned on OHA's receipt of a copy of that Provider Agreement. LPHA must notify OHA in writing of LPHA's process for selecting Providers to provide Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with the financial assistance provided under this Agreement for this Program Element (e.g., competitive request for proposals or sole source award) prior to commencing the selection process.
- ii. LPHA must notify OHA within 10 business days and in writing, of proposed changes, during the term of this Agreement, in the budget or in the availability of Ryan White Program, Part B HIV/AIDS Services funded through this Agreement, to include service hours, staffing, professional qualifications of staff, and fiscal management. A revised budget must be re-submitted to OHA for approval of changes when applicable.

4. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Section 8 of Exhibit E of the Agreement, LPHA and any sub-contractors shall submit the following reports and information to OHA:

- a. Quarterly Progress Reports must be submitted no later than October 31, January 31, April 30 and July 31 for the quarters ending September 30, December 31, March 31 and June 30 in each fiscal year. Quarterly Progress Reports include a narrative report and Administrative Fiscal Form. Reporting forms are found at www.healthoregon.org/hiv.
- b. LPHA must conduct a local chart review utilizing the approved program review tool found at www.healthoregon.org/hiv. The results of this review will be compiled into the Client Chart Review Summary report and submitted to the Program not later than October 31st of each fiscal year.
- c. LPHA shall conduct an annual audit. LPHA's receiving federal funds exceeding \$500,000 must comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of

States, Local Governments and Non-Profit Organizations.” Verification of the completed audit will be obtained through the Secretary of State Audit Division.

- d. With respect to each individual receiving Ryan White Program, Part B HIV/AIDS Services with funds provided under this Agreement, demographic, service and clinical data must be collected and reported to the OHA by utilizing the HRSA developed software package, RW CAREWare, to enter the data obtained by LPHA and as described in the Oregon RW CAREWare User Guide found at www.healthoregon.org/hiv . Users are required to enter all demographic, service and clinical data fields within 30 days of the date of service. Use of RW CAREWare software and reporting system requires high-speed internet connectivity, and must be compliant with the minimum requirements outlined in the “Oregon RW CAREWare Client Tier Installation Instructions” available upon request. The software configuration that will be used includes a client tier at the local level that connects to a business and data tier managed by the Oregon Health Authority, requiring LPHA to connect to the centralized database for data entry purposes.

- 5. **Performance Goals.** OHA will conduct a comprehensive review of LPHA’s performance every three years as a part of the state triennial review process. The results of the review, including commendations, compliance findings, and recommendations are communicated to the Local Public Health Authority and the County Health Administrator. The review tool and review schedule can be found at the following link:

<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>.

Attachment 1
Oregon Ryan White Program, Part B
HIV Case Management Quality Improvement Program
Care Services Budget
[Reserved]

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

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.

- c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
 - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
 - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
4. **Performance Measures.** LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 to Program Element 13 (TPEP)
Budget
[Reserved]

Program Element #15: Healthy Communities (HC) Phase II – Implementation

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Healthy Communities (HC) activities in the following areas:
 - a. **Application of HC Assessment and Capacity-Building Efforts:** In coordination with the Tobacco Prevention and Education Program (TPEP), implement prioritized objectives based on the local plan developed through the HC Training Institutes. Implementation of prioritized objectives should incorporate prevention, risk reduction and management activities related to arthritis, asthma, cancers, diabetes, heart disease and stroke.
 - b. **Facilitation of Community Partnerships:** Accomplish movement toward establishment of policies, environments and systems that support healthy communities through a coalition or other group dedicated to the pursuit of agreed upon best and promising practice objectives based on HC community assessments. Community partners should include non-governmental entities as well as community leaders.
 - c. **Development of Local Champions:** Foster ongoing communication and education with community leaders, including elected leaders, on effective, comprehensive strategies for reducing the burden of tobacco-related and other chronic diseases in communities, schools, worksites, and health systems through establishment of policies and sustainable system change. Coordinate with statewide partners for strategic planning for the purpose of developing and sustaining a county and statewide infrastructure for tobacco-related and other chronic disease prevention and health promotion.
 - d. **Promotion of Healthy Food and Physical Activity:** Promote healthy food choices and physical activity opportunities for chronic disease prevention and risk reduction through the establishment of policies and sustainable systems change that supports healthy communities, schools, worksites, and health systems.
 - e. **Countering Unhealthy Food and Tobacco Influences:** Promote protection from exposure or access to secondhand smoke, tobacco products, unhealthy foods, and the advertising and promotions of tobacco and unhealthy food through establishment of policies and sustainable systems change that supports healthy communities, schools, worksites, and health systems. Promote and connect to arthritis, asthma, cancer, diabetes, heart disease, and stroke chronic disease self-management and the Quit Line in all activities.
 - f. **Facilitate Development of Chronic Disease Self-Management Networks and Systems:** Promote optimal availability of and access to chronic disease self-management programs in communities, schools, worksites, and health systems through the establishment of policies, environments and local delivery systems for chronic disease self-management. Promote the Quit Line in all activities. Establish sustainable evidence-based self-management programs, including comprehensive, chronic disease management programs tailored to specific chronic conditions including arthritis,

asthma, cancer, diabetes, heart disease, and stroke. Incorporate the promotion of tobacco cessation, healthy eating and physical activity into chronic disease management systems.

- g. Integrate tobacco use reduction in all Healthy Communities interventions:** Conduct tobacco use reduction strategies in all HC Program activities in partnership with Tobacco Prevention & Education Programs. Utilize the experience and accomplishments gained from TPEP to build HC policy and systems change in the broader contexts of other risk factors and chronic conditions including arthritis, asthma, cancer, diabetes, heart disease, and stroke.
- h. Enforcement:** Assist, through formal agreements with OPHD, with the enforcement of statewide chronic disease prevention and control laws.

2. Procedural and Operational Requirements. By accepting and using the financial assistance funding provided by OHA under the Financial Assistance Agreement and this Program Element, LPHA agrees to conduct HC Program activities in accordance with the following requirements:

- a.** LPHA must have on file with OHA, an approved Local Program Plan developed in response to a Request for Applications or Proposals that specifies minimum requirements for which funding is available no later than July 30 in year one and by July 30 in year 2 and thereafter. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its HC activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
- b.** LPHA must assure that its HC program is staffed at an appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element as indicated in the Request for Applications or Proposals.
- c.** LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and as set forth in Attachment 1 to this Program Element Description. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for medical treatment, delivery of cessation services, or other health-related efforts not devoted to HC as determined by OHA.
- d.** LPHA must attend all HC Program meetings, as reasonably required by OHA. LPHA must participate in HC Program evaluation activities, as reasonably required by OHA.
- e.** LPHA must comply with OHA's HC Program Guidelines and Policies, including as amended from time to time.
- f.** LPHA must coordinate its HC Program activities and collaborate with other entities receiving HC Program funds or providing HC services.

- [illegible]

3. Reporting Requirements. LPHA must submit quarterly Local Program Plan reports on a schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period in completing activities described in its Local Program Plan. LPHA must submit the following upon request by OHA: outcomes reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments included in the Local Program Plan. LPHA must participate in coordinated HC Program evaluation activities, as reasonably required by OHA.

4. 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, it will not be eligible to receive funding under this Program Element in the next state fiscal year.

Attachment 1 to Program Element 15 (HC Phase II)

Budget

[Reserved]

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

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

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

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

1. WIC Services.

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

- iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- v. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- ix. **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".
- x. **Food Instrument:** A voucher, check, Electronic Benefits Transfer (EBT) card, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- xi. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- xii. **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.
- xiii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiv. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.

- xv. **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.
- xvi. **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.
- xvii. **Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
- xviii. **Postpartum Women:** Women up to six months after termination of a pregnancy.
- xix. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- xx. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
 - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
 - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
 - (D.) oversight and assurance of WIC Services integrity.
- xxi. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
- xxii. **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.

xxiii. WIC Manual: The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.

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

i. Staffing Requirements and Staff Qualifications.

(A.) LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.

(B.) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).

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

(A.) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR, Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0090, such U.S. Department of Agriculture directives as may be issued from time to time

during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (B.) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when health services are provided through referral, in accordance with 7 CFR 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (C.) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education Contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for participants certified for greater than 6 months, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the annual Nutrition Education Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified

below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment.. Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this Agreement, in accordance with 7 CFR 246.11 (d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (H.) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR 246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (I.) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

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

- i. Quarterly reports on (1) the percentage of its NSA Funds used for Nutrition Education activities and (2) the percentage used for Breastfeeding education and support.
- ii. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
- iii. Annual WIC budget projection for the following state fiscal year, due with the annual Nutrition Education Plan

e. Performance Measures.

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

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

a. General Description of FDNP Services. FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to women, infants, and children who are nutritionally at risk and who are WIC Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.

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

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

through the end of the month they turn five years of age, and (2) have been chosen by the LPHA to receive FDNP Services.

- c. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - i. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - ii. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each season begins.
 - (B.) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
 - (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
 - (D.) **Check Issuance and LPHA Responsibilities:** LPHA must document the required certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
 - (E.) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.

- (F.) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

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

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

- a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.
- b. **Definitions Specific to BFPC Services.**
- i. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.
 - ii. **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
 - iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
 - iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO 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.
 - v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.

- c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

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

- (A.) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain caseload requirements specified in the WIC Manual.
- (B.) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

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

- (A.) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.
- (C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.
- (E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number

and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.

- (I.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
 - (J.) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.
 - (K.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
 - (L.) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.
 - (M.) **Performance Measures:**
 - (i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
 - (ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports:
- (A.) A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
 - (B.) A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual
- iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

Program Element #41: Reproductive Health Program

1. **General Description.** Reproductive health services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health (RH) Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects (formerly the *Title X Program Guidelines for Project Grants for Family Planning Services*) revised in 2014 and published by the Office of Population Affairs, Office of Family Planning.
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered to the satisfaction of OHA and in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, OPA Program Policy Notices (PPN), and the OHA Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Program Requirements for Title X Family Planning Projects, and any subsequent PPNs issued by the OPA, including the following:

- i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.
Citation 42 CFR 59.5 (b)(3)
- ii. Provide a broad range of contraceptive methods as required in the Federal Title X Requirements and as defined in the OHA Reproductive Health Program Manual (Section A6).
Citation 42 CFR 59.5 (a)(1)
- iii. Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.
Citation 42 CFR 59.5 (b)(3)
- iv. Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.
- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X requirements and MMWR Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.
Citation OAR 855-043-0300 and OAR 855-043-0110 to 0120
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR 59.5 (b) (8)
- e. Each sub-recipient must appoint a Reproductive Health (RH) Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator must attend trainings and meetings provided by the RH Program and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites.
Citation Reproductive Health Program Manual (Section A1).
- f. **Data Collection.**
 - i. LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - ii. LPHA must collect and submit to OPA, the DHHS Title X Outreach and Enrollment Data Report detailing Affordable Care Act outreach and enrollment activities.

4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this Agreement, LPHA shall submit to OHA the following written reports:
 - a. **Annual Plan for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
 - b. **Projected Budget for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.
Citation 45 CFR 92.20
 - c. **Reproductive Health Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.
5. **Program Income.**
 - a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.
Citation 42 CFR 59.5 (a) (7) and (a) (8)
 - b. **Fees.** Any fees collected for reproductive health services shall be used only to support the LPHA's Reproductive Health Program.
Citation 45 CFR 74.21, 74.24, 92.20, 92.25
 - c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.
Citation 45 CFR 74.21, 74.24, 92.20, 92.25
6. **Subcontracting.** If LPHA chooses to subcontract all components of reproductive health services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
 - a. LPHA may sub-contract with another Title X grantee or sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

- b.** LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
- c.** LPHA may not retain more than 10% of the funds awarded for reproductive health services for indirect costs, incurred for the purposes of training and monitoring sub-contractor as specified above.
- d.** LPHA must assure that all requirements of this Program Element are met by the subcontracting agency.

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

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

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

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

2. General Requirements.

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

- e. Medicaid Application. Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .
- f. MCAH Funds. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
 - i. **Federal Title V Funds.** Federal Title V Funds shall not be used as match for any federal funding source. Federal Title V Funds must be used for services that support Federal or state-identified Title V MCH priorities.
 - (a) MCAH/Title V Child and Adolescent Health Funds: A minimum of thirty percent (30%) of the total LPHA Federal Title V Funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - (b) MCAH/Title V Flexible Funds: The remainder of the total LPHA Federal Title V Funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - (c) School-Based Health Centers. MCAH/Title V Funds may also be used for School-Based Health Centers within limitations of subsection 2.f.i.(a) and (b) above.
 - (d) Babies First! and NFP. MCAH/Title V Funds (2.f.i.(a) and (b)) may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in subsection 2.f.i.(a) and (b) above.
 - ii. **MCAH/Perinatal Health State General Funds.** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - iii. **MCAH/Child and Adolescent Health State General Funds.** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
 - iv. **Babies First! and NFP State General Funds.** State General Funds for B1st! and NFP shall be limited to expenditures for those services. NFP services shall meet program fidelity.

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

a. Definitions Specific to this Section.

- i. **MCAH Services.** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- ii. **MCAH Flexible Funds.** Federal Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in section 2.f.i. of this Program Element 42.

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

- i. LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. Comprehensive Plan shall include a workplan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V priorities and action plan. A Comprehensive MCAH Plan shall include:
 - (a) Assessment of the health needs of the MCAH population
 - (b) Work plan including Objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V State Action Plan
 - (c) Evaluation plan to measure progress and outcomes of the Plan.
 - (d) Prior year use of Title V Block Grant funds
 - (e) Projected use of Title V Block Grant funds and other funds supporting Plan activities and goals
- ii. LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents. Services administered by OHA include, but may not be limited to the following:
 - (a) Oregon's Title V priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local Public Health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by OHA must be aligned with the following:

- (i.) Oregon's Title V State Priorities
 - (ii.) National Title V Priorities as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health , Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Life Course.
 - (iii.) Oregon's State Title V Measures
 - (iv.) Oregon's evidence-based/informed strategic measures
- (b) Title V-funded work in the following areas must related to state-identified Title V priorities:
 - (i.) Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - (ii.) Perinatal health services such as OMC Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.
 - (iii.) Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (iv.) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- (c) LPHA may provide other MCAH services identified through the LPHA Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of sections 1, and 2.f. of this Program Element 42, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

4. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in section 8 of Exhibit E of the Master Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

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

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

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

- a. General Description. OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.
- b. Procedural and Operational Requirements for OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - i. LPHA must designate a staff member as its Oregon MothersCare Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s Oregon MothersCare Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
 - ii. LPHA must follow the Oregon MothersCare Protocols, as described in OHA’s Oregon MothersCare Manual April, 2015, provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity case management, prenatal care, including dental care, and other services as needed by pregnant women.
 - iii. As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

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

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

- a. General Description. Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. Definitions Specific to MCM Services. Case Management, Case Management Visit, Client Service Plan, High Risk Case Management, High Risk Client, Home/Environmental Assessment, Initial Assessment, Nutritional Counseling, Prenatal/Perinatal Care Provider, and Telephone Case Management Visit have the meanings set forth in OAR 410-130-0595. Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.
- c. Procedural and Operational Requirements for MCM Services. For those clients not enrolled in a CCO, all MCM Services provided with funds under this Program Element as well as those provided through the Oregon Health Plan must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through contract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in subsection 2.f.i. of this Program Element 42.
- d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Section 8 of Exhibit E, of this Master Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby
 - i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
 - ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
 - iii. All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

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

a. General Description. The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. The definition of “Public Health Nurses” and client eligibility criteria are provided in OAR 410-138-000.

b. Procedural and Operational Requirements. All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements.

i. Staffing Requirements and Staff Qualifications. LPHA must designate a staff member as its B1st!/NFP Coordinator

ii. Home Visits.

(a) B1st!/NFP Services must be delivered by or under the direction of a PHN. Using Nursing Process, a PHN will establish and support a Care Plan and must, at a minimum, complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:

- (i.) An assessment of the child’s growth.
- (ii.) A developmental screening.
- (iii.) A hearing, vision and dental screening.
- (iv.) An assessment of perinatal depression and anxiety.
- (v.) An assessment of parent/child interactions.
- (vi.) An assessment of environmental learning opportunities and safety.
- (vii.) An assessment of the child’s immunization status.
- (viii.) Referral for medical and other care when assessments indicate that care is needed.

(b) Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership National Service Office.

http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement.

- (c) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

iii. Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Targeted Case Management-eligible services are for fee-for-service eligible clients only. Services arranged through contract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.

c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in section 8 of Exhibit E of this Master Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of High Risk Infant Services:

i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.

(a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.

(b) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.

ii. Client data reports shall include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.

iii. All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

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

1. **Purpose and General Description.** Immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include public education, enforcement of school immunization requirements, technical assistance for healthcare providers, and vaccine administration to vulnerable populations.
2. **General Procedural and Operational Requirements.**
 - a. The funds awarded under this Agreement for Public Health Practice Services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services as described below. All changes to Program Element 43 are effective upon receipt of grant award.
 - b. Use of any fees collected for purpose of immunization services shall be dedicated to and only used for payment of such services.
3. **Definitions Specific to Immunization Services.**
 - a. **ALERT IIS:** Oregon Health Authority (OHA)’s statewide immunization information system.
 - b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
 - c. **Billable doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
 - d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
 - e. **Delegate Addendum:** A document serving as a contract between the LPHA and an outside agency agreeing to provide immunization services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
 - f. **Delegate agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing immunization services to targeted populations.
 - g. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
 - h. **Exclusion orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.

- i. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- j. **HBsAg screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- k. **Monthly Vaccine Report (MVR):** Monthly inventory report submitted to OHA by LPHA, satellite, and delegate clinics.
- l. **Orpheus:** An electronic disease surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- m. **Public provider agreement and Profile:** A signed agreement between OHA and any LPHA that receives state-supplied vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- n. **Section 317:** Funding that provides no-cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- o. **Service areas:** Geographic areas in Oregon served by immunization providers.
- p. **State-supplied vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The investigation, confirmation, tracking and reporting of communicable diseases and conditions.
- r. **Triennial Review:** An on-site visit conducted at least every three years to ensure compliance with state contractual requirements.
- s. **Vaccine Administration Record or VAR:** OHA-approved documentation of vaccines administered, federally-required charting elements and patient screening.
- t. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- u. **Vaccine eligibility:** The decision whether an individual can receive state-supplied vaccine based on insurance coverage.
- v. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - i. American Indian/Alaskan Native; or,
 - ii. Uninsured (without any insurance); or,
 - iii. Medicaid-enrolled; or,

- iv. Underinsured (has insurance that does not cover some or all vaccines) and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
- v. underinsured and served by LPHAs that have deputization agreements with FQHCs/RHCs.
- w. **Vaccines for Children site visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- x. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
- y. **Vaccine Stewardship:** State law requiring all VFC-enrolled providers to:
 - i. submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - ii. use ALERT IIS ordering and inventory modules ; and
 - iii. verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.

4. Procedural and Operational Requirements. All immunization services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. **Vaccines for Children Program enrollment.** LPHA shall maintain enrollment as an active VFC Provider. All vaccine administration must be provided under the terms and conditions laid out in the VFC Public Provider Agreement and Profile.
- b. **State-Supplied Vaccine/IG.**
 - i. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
 - ii. LPHA shall appropriately document vaccine administration on an OHA developed or approved VAR, or an approved electronic health record.
 - iii. LPHA will be billed quarterly by the OHA for billable doses of vaccine.
 - iv. LPHA shall track, store and manage the supply and distribution of vaccine according to OHA and CDC guidelines as documented in the current edition of OHA's Vaccine Management Guide.
- c. **Delegate Agencies.**
 - i. LPHA's contracting with other agencies for immunization services shall complete a Delegate Addendum biennially for each.

- ii. LPHA shall participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer, as instructed by OHA.

d. Vaccine Administration.

- i. All state-supplied vaccine/IG shall be administered in accordance with the recommendations of the Advisory Committee on Immunization Practices (ACIP) and the OHA Medical Director for Immunization, summarized in OHA's Model Standing Orders for Vaccines.
- ii. In connection with the administration of a vaccine, LPHA must:
 - (A) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
 - (B) Document administration of the immunization in a permanent file.
 - (C) LPHA shall comply with state and federal statutory and regulatory retention schedules.
 - (D) Vaccine charges for Billable doses must not exceed the OHA published price list.
 - (E) LPHA must comply with Vaccine Billing Standards as set forth in Appendix A to this Program Element #43.
 - (F) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - (G) Make the VIS available in another language or format for clients for whom English is not their primary language or who need the VIS in an alternate format.

e. Tracking and Recall.

- i. LPHA shall forecast shots due for clients eligible for immunization services using the ALERT IIS electronic forecasting system or an approved forecasting system.
- ii. LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- iii. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA's jurisdiction

- f. Adverse Events Following Immunizations.** LPHA must complete and return a VAERS form to OHA if:
- i.** An adverse event occurs as listed in "Reportable Events Following Immunization."
 - ii.** OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - iii.** Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital
- g. Immunization Rates and Assessments.** OHA shall provide annually to LPHA their AFIX rates and their population-based rates for the entire county. LPHA shall participate in annual AFIX quality improvement activities, and use these rate data to direct immunization activities.
- h. Perinatal Hepatitis B Prevention.**
- i.** LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area. Case management shall be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines and shall include, at a minimum:
 - (A)** Notification of the appropriate hospital infection control unit of any pending delivery by an HBsAg-positive pregnant woman who has been reported to the LPHA.
 - (B)** Enrollment of newborn into case management program and initial education and referral of HBsAg-positive mother and her susceptible household and sexual contacts for follow-up care including offering vaccination to all susceptibles.
 - (C)** If LPHA's service area is anywhere in Oregon, the LPHA is responsible for documentation of the infant's completion or status of the 3-dose Hepatitis B vaccine series by 15 months of age and post-serological testing by 18 months of age. LPHA shall submit such documentation, preferably in Orpheus (the communicable disease reporting database) to OHA at the time that each dose is administered to the infant and/or susceptible household or sexual contact and at the time that the testing is conducted.
 - (D)** LPHA will provide technical assistance to improve HBsAg screening when rates for hospital(s) in LPHA service area drop below 95% and/or rate of hepatitis B birth dose drops below 80%.
 - ii.** LPHA shall work with hospitals to promote the administration of Hepatitis B birth doses to all infants and Hepatitis B immune globulin (HBIG) and hepatitis B vaccines

to infants born to HBsAg-positive women, and women whose HBsAg status is unknown.

i. Hepatitis B Screening and Documentation

- i.** LPHA shall screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
- ii.** LPHA shall work with hospitals within LPHA's Service Area selected by OHA to strengthen hospital-based screening and documentation of every delivering woman's hepatitis B serostatus. The target rate of HBsAg documentation as recorded in the Electronic Birth Registration System is 95%.
- iii.** LPHA shall, in accordance with a schedule determined by OHA in consultation with LPHA, develop and implement an action plan to work with hospitals identified by OHA or LPHA to improve HBsAg screening for pregnant women.
- iv.** LPHA shall ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.

j. WIC/Immunization Integration. LPHA must assist and support the efforts of OHA to provide WIC Services in compliance with the intent of the USDA Policy Memorandum #2001-7: Immunization Screening and Referral in WIC.

k. Outreach and Education. LPHA must, during the state fiscal year, design and implement two educational or outreach activities in LPHA's Service Area (either singly or in collaboration with other community and service provider organizations) for parents and/or private vaccine providers designed to raise childhood and/or adult immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, but may not include special immunization clinics that provide vaccine for school children or flu prevention.

l. Surveillance of Vaccine-Preventable Diseases. LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine.

m. School/Facility Immunization Law

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

- iii. LPHA shall cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets, which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and Oregon Administrative Rules Section 333, Division 50. LPHA may use electronic mail as an alternative or in addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.

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

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

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

- a. LPHA shall improve the 4th DTaP immunization coverage rate by one (1) percentage point each year and/or maintain a rate greater than or equal to 90%. *[Compliance suspended for 2015]*.
- b. LPHA shall reduce their Missed Shot rate by one (1) percentage point each year and/or maintain the rate of $\leq 10\%$. *[Compliance suspended for 2015]*.
- c. 95% of all state-supplied vaccines shall be coded correctly per age-eligibility guidelines.
- d. 80% of infants living in LPHA's Service Area exposed to perinatal hepatitis B shall be immunized with the 3-dose hepatitis B series by 15 months of age.
- e. 95% of all vaccine administration data shall be data entered within 14 days of administration.

6. State-Sponsored Conferences and Trainings. LPHA shall participate in State-sponsored immunization conferences and other trainings. LPHA shall receive dedicated funds for one person from LPHA to attend required conferences and trainings. If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State may amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award after all State-required trainings are attended to go to immunization-related conferences and trainings of their choice, or further support activities included in this Program Element.

7. Triennial Reviews. LPHA shall submit a written corrective action plan for any unmet compliance findings from biennial VFC site visits and triennial review site visits.

**Appendix A
to Program Element #43**

**Billing Health Plans in Public Clinics
Standards**

Purpose: To standardize and assist in improving immunization billing practice.

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

Guiding Principles / Assumptions:

1. LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.
2. Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.
3. LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)
4. Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.
5. Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.
6. OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.
7. The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

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

Tier Two

In addition to all Tier 1 activities, the LHD:

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

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

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

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

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

Tier Three

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

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

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

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

a. Definitions:

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

b. Procedural and Operational Requirements.

- i. The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- ii. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which or accessible on the Internet at:

[Copy and paste this link into your browser’s address bar]

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

The 2014 Standards for Certification for SBHC includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency/Facility, Operations/Staffing, Laboratory/Diagnostic Services, Comprehensive Services, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:

[Copy and paste this link into your browser’s address bar]

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>

- iii. LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets Certification Requirements as set forth in OAR 333-028-0220..
 - iv. LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.
- c. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall assure that all SBHC’s in its county jurisdiction:

- i. Submit client encounter data in a form acceptable to OHA and in accordance with the 2014 Standards for Certification at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and
- ii. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the 2014 Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

[Copy and paste this link into your browser's address bar]

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

- iii. Submit annual SBHC financial data via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).
- iv. Submit annual SBHC hours of operation and staffing via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- v. Submit completed annual patient satisfaction survey data no later than June 1st.
- vi. Complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>.

2. SBHC Planning Grants (for specific LPHAs in2015-2017)

- a. This section is applicable only to LPHAs that have received a Planning Grant from the Oregon Health Authority. LPHAs will be notified if the 2015 Legislature approves and appropriates funds for SBHC Planning Grants or if the SBHC State Program Office has other funds available for SBHC development.
- b. An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC services in the LPHA county jurisdiction. The following terms and conditions apply if the Authority selects a LPHA to receive a planning grant:

i. Phase I (October 1,2015– June 30, 2016) Strategic Planning

- (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification by Spring 2017. SBHC certification standards are available from OHA or by using the weblink provided in Section 1.a.ii above.

- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (C.) By July 1, 2016, the LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC services together with a copy of its strategic plan and proposed implementation budget for Phase II.

ii. Phase II (July 1, 2016-June 30, 2017) Strategic Planning

- (A.) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC services operational and ready for certification by Spring 2017. Sites must become certified by June 30, 2017 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets. SBHC certification standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>.

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

iii. Advance Phase (October 1, 2015- June 30, 2016 or July 1, 2016 – June 30, 2017) Strategic Planning

- (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2016 or Spring 2017. SBHC certification standards are available at: <http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>.
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the Authority SBHC Program and Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHASBHC Program staff member.
- (C.) LPHA must become certified in by June 30, 2016 or June 30, 2017 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets. SBHC certification standards are available at:

3. SBHC Mental Health Expansion Grants (July 1, 2015 –June 30, 2017))

- a.** This section is applicable only to LPHAs that have received a Mental Health Expansion Grant from the Oregon Health Authority. LPHAs will be notified if the 2015 Legislature approves and appropriates funds for SBHC Mental Health Expansion Grants.
- b.** Funds provided under this Agreement shall be used to support mental health capacity within the school-based health center system by:
 - i.** adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits and /or
 - ii.** supporting mental health projects (as defined by grant proposal) within the school-based health center system.
- c.** LPHA shall provide services that are culturally and linguistically appropriate to their target population.
- d.** LPHA shall track data related to mental health encounters as outlined in the SBHC Certification standards. SBHC Certification standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2014.pdf>.
- e.** LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.
- f.** LPHA shall participate in monthly check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report, due December 15, 2015, June 15, 2016, December 15, 2016, and June 15, 2017, respectively.

**Program Element #48: Teen Pregnancy Prevention Personal Responsibility Education Program
PREP**

- 1. Purpose of Services.** Funding provided under this Program Element is to implement *¡Cuidate!*, a seven session, interactive, small group program; designed to educate adolescents on both abstinence and contraception to prevent pregnancy and sexually transmitted infections (STIs), including HIV/AIDS, and at least three adulthood preparation subjects defined by federal guidance.
- 2. Procedural and Operational Requirements**
 - a. Funds provided under this Financial Assistance Agreement for this Program Element may only be used by Local Public Health Authority (LPHA), in accordance with and subject to the requirements and limitations set forth below, to deliver to eligible youth the teen pregnancy prevention program, *¡Cuidate!*
 - b. LPHA delivery shall reflect core program elements of the intervention listed at: <http://www.selectmedia.org/programs/cuidate.html>.
 - c. LPHA will recruit qualified youth ages 13 – 18 to participate in the program.
 - d. LPHA will implement *¡Cuidate!* with a minimum of 250 youth each contract year of the grant (July 1 through June 30).
 - e. LPHA will inform community members about program offerings.
 - f. At each implementation site, facilitators are required to share with youth participants, information about reproductive health and sexually transmitted infection services available in their community.
 - g. LPHA will:
 - i. Participate in all project trainings. Including, but not limited to, having facilitators participate in a *¡Cuidate!* Training of Facilitators to become certified in implementing the program with youth.
 - ii. Participate in all conference calls and regularly scheduled meetings with state staff.
 - iii. Collect evaluation data according to Oregon Health Authority and Federal Requirements
 - iv. Provide space for project implementation.
 - v. Partner with others in the community including youth serving organizations and/or Latino serving organizations.
 - vi. Report any concerns to state staff as they arise.

3. Reporting Obligations and Periodic Reporting Requirements

- a.** LPHA will supply all data with respect to this program in a matter satisfactory to OHA and in accordance with post-award state plan. LPHA staff will submit, in a matter satisfactory to OHA, reports on activities completed, participants at each *¡Cuidate!* session, participant knowledge, attitudes and behaviors. Reports in the fifth year of the grant are to be submitted to the State by September 30, 2015; March 31, 2016; and August 1, 2016. OHA will provide report due dates for subsequent years and supply guidance of the reporting requirements and required format for submitting reports.
- b.** If selected, LPHA agrees to participate in federal evaluation.

4. Funds

- a.** Funds may be used by LPHA to cover reasonable costs of personnel, consultants, equipment, supplies, grant-related travel, and other grant-related costs.
- b.** Funds must be used by LPHA in a manner consistent with program requirements as outlined in the Program Element and as otherwise directed by OHA. Allowable administrative functions/costs include:
 - i.** Usual and recognized overhead, including indirect rates for all consortium organizations that have a Federally approved indirect cost rate; and
 - ii.** Management and oversight of specific project components by LPHA funded under this Program Element.
- c.** Funds may not be used by LPHA for building alterations or renovations, construction, fundraising activities, political education or lobbying.
- d.** Funds may not be used by LPHA to support inherently religious activities, including, but not limited to, religious instruction, worship, prayer, or proselytizing.

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

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

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

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

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

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

3. **Procedural and Operational Requirements.**

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

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

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

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

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

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

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

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

4. **Documentation and Reporting Requirements.**

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

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

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

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

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

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

REQUIRED DRINKING WATER SERVICES PROVIDED 2015-17

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

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT C

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

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

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

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Deschutes County Health Dept. Street: 2577 N. E. Courtney City: Bend State: OR Zip Code: 97701		2) Issue Date April 10, 2015	This Action ORIGINAL FY2016
		3) Award Period From July 1, 2015 Through June 30, 2016	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			186,960
PE 04 Sustainable Relationships for Community Health			9,764 (l)
PE 07 HIV Prevention Services			22,121 (h)
Ryan White Title II HIV / AIDS Services			
PE 08 Ryan White--Case Management			82,939
PE 08 Ryan White--Support Services			27,179
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			133,323
PE 15 Healthy Communities -- Phase II			73,125
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			611,089 (b,c)
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES			44,100 (f,g)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			111,128 (d,e)
5) FOOTNOTES: a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). b) July -September grant is \$152,772 ; and includes \$30,554 of minimum Nutrition Education: and \$7,686 for Breastfeeding Promotion. c) October-June grant is \$458,317 ; and includes \$91,663 of minimum Nutrition Education amount and \$23,059 for Breastfeeding Promotion. d) \$16,145 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015. e) \$94,983 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014. f) \$11,025 is the July--September 2015 funding portion g) \$33,075 is the October 2015 -- June 2016 funding portion.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**State of Oregon
Oregon Health Authority
Public Health Division**

Page 2 of 2

1) Grantee Name: Deschutes County Health Dept. Street: 2577 N. E. Courtney City: Bend State: OR Zip Code: 97701	2) Issue Date April 10, 2015	This Action ORIGINAL FY2016
3) Award Period From July 1, 2015 Through June 30, 2016		

4) OHA Public Health Funds Approved	Previous Award	Increase/ (Decrease)	Grant Award
Program			
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			11,323 (a)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			11,667 (a)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			27,222 (a)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			6,035 (a)
PE 42 Babies First FAMILY HEALTH SERVICES			18,035
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES			20,414
PE 43 Immunization Special Payments			40,425
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES			318,000
PE 48 Teen Pregnancy Prevention - P. R. E. P. FAMILY HEALTH SERVICES			98,493 (i)
PE 50 Safe Drinking Water Program			93,862
	0	0	1,947,204

5) FOOTNOTES:

- h) \$7,810 must be expended by December 31,2015.
- i) Funds are for the period July 1, 2015 through June 30, 2016. Funds must be obligated by June 30, 2016. Carryover is not allowed.

6) Capital Outlay Requested in This Action:

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

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE				
A.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL
1.	Personal Services (Salaries and Benefits)			
2.	Services and Supplies			
3.	Capital Outlay			
4.	TOTAL EXPENDITURES (see Note 1)			
5.	Less Total Program Income (see Note 2)			
6.	TOTAL REIMBURSABLE EXPENDITURES			

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

Client Services		Nutrition		Education	
Breastfeeding Promotion		General		Administration	

YEAR TO DATE	
B.	PROGRAM INCOME/REVENUE
1.	Revenue from Fees
2.	Donations
3.	3rd Party Insurance
4.	Other Program Income
5.	TOTAL PROGRAM INCOME
6.	Other Local Funds (identify)
6a.	
6b.	
7.	Medicaid/OHP/CCare
8.	Volunteer and In-Kind (estimated value)
9.	Other (Specify)
10.	Other (Specify)
11.	TOTAL REVENUE

C. CERTIFICATE

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

PREPARED BY _____	PHONE _____	AUTHORIZED AGENT _____	DATE _____
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Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program Income on Section A. Line 5.

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

Form Number 23-152

Revised April 2015

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

FORM NUMBER: 23-152

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

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

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

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

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

B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

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

- **PHD Expenditures** are reimbursable expenditures **less** program income.

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

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

Exact yearly cost must be reported.

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

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

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

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

B. REVENUES

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

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

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

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

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

From Number: 23-152

Revised April 2015

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

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

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

iv. **Program Approval:** The presence of the initials of an OHA official approves the LPHA request for capital outlay.

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

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
 - a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
 - b. LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
 - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section 3.c. “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 Section 2.h. above.

c. OHA Responsibilities. OHA shall:

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

2. HIPAA Compliance. 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). 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 and such default shall not be subject to Exhibit F, Limitation of Liabilities.

- a. Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT E

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

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

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

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

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

- i.** No LPHA default as described in Section 12 "LPHA Default" of this Exhibit has occurred.

- ii. LPHA's representations and warranties set forth in Section 2 "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.**
- i. **Notice of Underexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.ii. below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.iii.
 - ii. **Recovery of Underexpenditure.**
 - (A) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.ii.(B) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.
 - (B) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.ii.(C) below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
 - (C) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure pursuant to Section 1.c.ii.(B), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to

LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.ii.(C), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure .

iii. Recovery of Misexpenditure.

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

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

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

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

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

(ii.) Appeal from Federal-Identified Misexpenditure.

(a) If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 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 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- (b) If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (c) If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 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 Section 1.c.iii.(C) below.
- (d) Notwithstanding Section 1.c.iii.(A)(i.) through 1.c.iii.(A)(iii.), if the Misexpenditure was expressly authorized by an OHA rule or an

OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

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

Public Health Services:

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

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

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

expenditures that were made in compliance with the writing and during the term of the writing.

(6) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.

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

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

d. Additional Provisions With Respect to Underexpenditures and Misexpenditures.

- i. LPHA shall cooperate with OHA in the Agreement Settlement process.
- ii. OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.

- iii. If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (A) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (B) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

- a. LPHA represents and warrants (subject to the limitations of Article XI, §10 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:
 - i. **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by LPHA of this Agreement (1) have been duly authorized by all necessary action by LPHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.
 - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. **Services.** To the extent services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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

Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

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

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

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

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

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

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

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

- 9. Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Section 14 of this Exhibit E or (c) termination by LPHA, in accordance with Section 14 of this Exhibit E, of LPHA's obligation to include that Program Element in its public health program.
- 10. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 11. Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
- 12. LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

 - a.** LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b.** Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
 - c.** LPHA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in

writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

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

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

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

14. Termination.

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

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

only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or

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

15. Effect of Termination

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

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, 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 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under Sections 17 and 18 below. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in Section 14 of this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

16. Effect of Amendments Reducing Financial Assistance. If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.

17. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination. If, after termination of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement

for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Assistant Administrator shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this Section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under Section 18 below.

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

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

 - i.** Network
 - ii.** Personal Computer
 - iii.** Printer/Plotter
 - iv.** Server
 - v.** Storage
 - vi.** Software
 - b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

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

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT F

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

12. Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

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

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

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

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

- e. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

7. Audits.

- a. LPHA shall comply, and require all Providers to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Recipient is exempt from Federal audit requirements for that year.

Records must be available as provided in Exhibit E, "Records Maintenance, Access, and Confidentiality".

8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and LPHAs declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

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 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
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. LPHA shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or

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

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

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT H

REQUIRED PROVIDER CONTRACT PROVISIONS

- 1. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a.** Provider may not expend on the delivery of _____ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b.** If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c.** Provider may expend funds paid to Provider under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
- 2. Records Maintenance, Access and Confidentiality.**
 - a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the above period, Provider shall retain the records until the questions are resolved.
 - c. Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with 2 CFR Subtitle

B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Provider under this Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

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

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

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

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

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

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

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

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

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

8. Required Provider Insurance Language.

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

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

**OREGON HEALTH AUTHORITY
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EXHIBIT I

PROVIDER INSURANCE REQUIREMENTS

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

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

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

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

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

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

3. COMMERCIAL GENERAL LIABILITY

- ☒ Required by OHA ☐ Not required by OHA.

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

Bodily Injury, Death and Property Damage:

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

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

4. AUTOMOBILE LIABILITY INSURANCE

- ☒ Required by OHA ☐ Not required by OHA.

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

Bodily Injury, Death and Property Damage:

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

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

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

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

PE 04 HPCDP Sustainable Relationships for Community Health-Counties SFY 16	
Federal Award Identification Number(FAIN):	90CS0032-03-01
Federal Award Date:	12/19/2013
Performance Period:	9/1/12-8/31/15
Federal Awarding Agency:	ACL
CFDA Number:	93.734
CFDA Name:	Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs-financed by Prevention and Public Health Funds (PPHF)
Total Federal Award:	\$750,000
Project Description:	Oregon's Application for Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management & Education
Awarding Official:	Theresa Arney
Indirect Cost Rate:	11.9%
Research And Development(Y/N):	N

Agency/Contractors Name	DUNS	Award Amount	Total SFY 16 Award
DESCHUTES	030805147	\$9,764	\$9,764

PE 07 HIV Prevention - FY16 (July 2015 - June 2016) - Category A			
Federal Award Identification Number(FAIN):	U62PS003642		
Federal Award Date:	3/6/2015	TBD (appx. 12/30/15)	N/A
Performance Period:	07/01/15 - 12/31/15	01/01/16 - 06/30/16	07/01/15 - 06/30/16
Federal Awarding Agency:	CDC	CDC	OHA (State General Fund)
CFDA Number:	93.940	93.940	N/A
CFDA Name:	HIV Prevention Activities	HIV Prevention Activities	N/A
Total Federal Award:	\$1,603,137	\$1,491,333 (est.)	\$400,000
Project Description:	Comprehensive HIV Prevention Project for Health Departments	Comprehensive HIV Prevention Project for Health Departments	HIV Prevention
Awarding Official:	Gladys T Gissentanna gcg4@cdc.gov	TBD	N/A
Indirect Cost Rate:	17.45%		
Research And Development? (Y/N):	N		

Agency/Contractors Name	DUNS	Award Amount	Est. Award Amount	Award Amount	Total Award
DESCHUTES	030805147	\$7,810.00	\$7,119.00	\$7,192.00	\$22,121.00

PE 08 - Ryan White Program, Part B HIV/AIDS FY16 (July 2015 - June 2016)		
Federal Award Identification Number(FAIN):	X07HA00007-25-00	TBD
Federal Award Date:	03/26/15	TBD
Performance Period:	04/01/2015 - 03/31/2016	04/01/2016 - 03/31/2017
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA
CFDA Number:	93.917	93.917
CFDA Name:	HIV Care Formula Grants	HIV Care Formula Grants
Total Federal Award:	\$6,288,097	TBD
Project Description:	Ryan White Care Act Title II	Ryan White Care Act Title II
Awarding Official:	Victoria Carper	TBD
Indirect Cost Rate:	10%	10%
Research And Development(Y/N):	N	N

Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
DESCHUTES	030805147	\$82,588.50	\$27,529.50	\$110,118.00

PE 13 HPCDP Tobacco Prevention & Education Program-Counties SFY 16		
Federal Award Identification Number(FAIN):	U58DP005986	U58DP005986
Federal Award Date:	3/29/15-3/28/16	3/29/16-3/28/17
Performance Period:	07/01/15 - 12/31/15	01/01/16 - 12/31/16
Federal Awarding Agency:	CDC	CDC
CFDA Number:	93.305	93.305
CFDA Name:	National State Based Tobacco Control Programs	
Total Federal Award:	\$1,013,634	TBD
Project Description:	Oregon Collaborative Chronic Disease, Health Promotion, and Surveillance Program	
Awarding Official:	Roslyn Curington	
Indirect Cost Rate:	17.45%	
Research And Development(Y/N):	N	

Agency/Contractors Name	DUNS	Award Amount <u>Tobacco</u> <u>CDC (Ph 16)</u>	Total SFY 16 Award <u>Tobacco</u> <u>CDC</u> <u>(Ph 17)</u>	Total SFY 16 Award
DESCHUTES	030805147	\$571	\$191	\$762

PE 15 HPCDP Healthy Communities-Counties SFY 16														
Federal Award Identification Number(FAIN):	U58DP003980	TBD	U585DP003940	U58DP004833	U59EH000506	U59EH000506	90CS0032-03-01	90CS0032-03-01	U58DP004941	U58DP004941	U58DP005986	U58DP005986	U55DP003025	TBD
Federal Award Date:	TBD	TBD	TBD	TBD	9/1/2014	TBD	12/19/2013	TBD	8/14/2014	TBD	3/20/2015	TBD	7/16/2014	TBD
Performance Period:	7/1/15-6/30/16	6/30/15-6/29/16	6/30/15-6/29/16	6/30/15-6/29/16	9/1/14-8/31/15	9/1/15-8/31/16	9/1/12-8/31/15	9/1/15-8/31/16	9/30/14-9/29/15	9/30/15-9/29/16	3/29/15-3/28/16	3/29/16-3/28/17	9/30/14-9/29/15	9/30/15-9/29/16
Federal Awarding Agency:	CDC	CDC	CDC	CDC	CDC	CDC	ACL	ACL	CDC	CDC	CDC	CDC	CDC	CDC
CFDA Number:	93.945	93.800	93.283	93.945	93.070	93.070	93.734	93.734	93.082	93.082	93.305	93.305	93.283	93.283
CFDA Name:	Assistance Programs for Chronic Disease Prevention and Control	Organized Approaches to Increase Colorectal Cancer Screening	Centers for Disease Control and Prevention Investigations and Technical Assistance	Assistance Programs for Chronic Disease Prevention and Control	Environmental Public Health and Emergency Response	Environmental Public Health and Emergency Response	Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs -financed by Prevention and Public Health Funds (PPHF)	Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs -financed by Prevention and Public Health Funds (PPHF)	Sodium Reduction in Communities	Sodium Reduction in Communities	National State Based Tobacco Control Programs	National State Based Tobacco Control Programs	Centers for Disease Control and Prevention Investigations and Technical Assistance	Centers for Disease Control and Prevention Investigations and Technical Assistance

PE 15 HPCDP Healthy Communities-Counties SFY 16 (cont'd)																
Total Federal Award:		TBD	TBD	TBD	TBD	\$575,000	TBD	\$750,000	TBD	\$350,000	TBD	\$1,013,634	TBD	\$169.821	TBD	
Project Description:		Oregon's Application for State Public Health Approaches to Improving Arthritis	Integrating Colorectal Screening in Oregon	Oregon Application for Cancer Prevention & Control Program for State, Territorial	Oregon's State Public Health Actions to Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and to Promote School Health	Oregon Application for Comprehensive Asthma Control through Evidence-Based Strategies and Public Health-Care Collaboration	Oregon Application for Comprehensive Asthma Control through Evidence-Based Strategies and Public Health-Care Collaboration	Oregon's Application for Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management and Education	Oregon's Application for Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management and Education	Sodium Reduction in Oregon	Sodium Reduction in Oregon	Oregon's Collaborative Chronic Disease, Health Promotion, and Surveillance Program	Oregon's Collaborative Chronic Disease, Health Promotion, and Surveillance Program	Demonstrating the Capacity of Comprehensive Cancer Control Programs	Demonstrating the Capacity of Comprehensive Cancer Control Programs	
Awarding Official:		TBD	TBD	TBD	TBD	Glynnis Taylor	TBD	Theresa Arney	TBD	Ebony Holt	TBD	Roslyn Curington	TBD	Vivian F. Walker	TBD	
Indirect Cost Rate:		17.45%	17.45%	17.45%	17.45%	17.45%	17.45%	11.9%	17.45%	11.9%	17.45%	17.45%	TBD	17.45%	17.45%	
Research And Development(Y/N):		N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Index/Pca		Arthritis	Colorectal Cancer Screening	Comprehensive Cancer	1305	Asthma (Ph15)	Asthma (Ph 16)	CDSME (Ph 15)	CDSME (Ph 16)	Sodium Reduction (Ph 15)	Sodium Reduction (Ph 16)	Tobacco CDC (Ph 16)	Tobacco CDC (Ph 17)	Cancer Policy (Ph 15)	Cancer Policy (Ph 16)	
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 16 Award	Award Amount	Award Amount	Total SFY 16 Award	Award Amount	Award Amount	Total SFY 16 Award	Award Amount	Award Amount	Total SFY 16 Award	Total SFY 16 Award	Total SFY 16 Award	Total SFY 16 Award
DESCHUTES	030805147	\$2,925	\$12,431	\$12,066	\$22,084	\$877	\$4,168	\$951	\$4,241			\$366	\$12,139	\$219	\$658	\$73,125

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) BF Peer Counseling FY16 (July 15 - June 16)		
Federal Award Identification Number(FAIN):	12-3510-0-1-605	12-3510-0-1-605
Federal Award Date:	10/1/2015	10/1/2016
Performance Period:	10/01/2013 - 9/30/2016	10/01/2014 - 9/30/2017
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
CFDA Number:	10.557	10.557
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children
Total Federal Award:	\$817,253	\$844,848
Project Description:	Breast Feeding Peer Counseling WIC Program	WIC Program
Awarding Official:	Debra Whitford debbie.whitford@fns.usda.gov	Debra Whitford debbie.whitford@fns.usda.gov
Indirect Cost Rate:	11.90%	17.45%
Research And Development(Y/N):	N	N

Agency/Contractors Name	DUNS	Award Amount 07/2015 - 09/2015	Award Amount 10/2015 – 06/2015	Total Award FY 2016
DESCHUTES	030805147	\$11,025	\$33,075	\$44,100

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) FY16 (July 2015 - June 2016)		
Federal Award Identification Number(FAIN):	12-3510-0-1-605	12-3510-0-1-605
Federal Award Date:	10/1/2015	10/1/2016
Performance Period:	10/01/14 - 9/30/15	10/01/15 - 9/30/16
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
CFDA Number:	10.557	10.557
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children
Total Federal Award:	\$23,925,055	TBD
Project Description:	WIC Program	WIC Program
Awarding Official:	Debra Whitford debbie.whitford@fns.usda.gov	Debra Whitford debbie.whitford@fns.usda.gov
Indirect Cost Rate:	11.90%	17.45%
Research And Development(Y/N):	N	N

Agency/Contractors Name	DUNS	Award Amount 07/2015 - 09/2015	Award Amount 10/2015 – 06/2015	Total Award FY 2016
DESCHUTES	030805147	\$152,772	\$458,317	\$611,089

PE 41 Reproductive Health - Family Planning Title V Component FY16 (July 15 - June 16)		
Federal Award Identification Number(FAIN):	B04MC28122-01-00	TBD
Federal Award Date:	10/21/2014	TBD
Performance Period:	10/01/2014-9/30/2016	10/01/15-9/30/17
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA
CFDA Number:	93.994	93.994
CFDA Name:	MCH Block Grant	MCH Block Grant
Total Federal Award:	\$1,227,914	TBD
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services
Awarding Official:	Dorothy Kelley / dkelley@hrsa.gov	TBD
Indirect Cost Rate:	10%	10%
Research And Development(Y/N):	N	N

Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award FY 16
DESCHUTES	030805147	\$4,036.25	\$12,108.75	\$16,145.00

PE 41 Reproductive Health - Family Planning Title X Component FY16 (July 15 - June 16)	
Federal Award Identification Number(FAIN):	FPHPA106038
Federal Award Date:	TBD
Performance Period:	06/30/15-06/29/2016
Federal Awarding Agency:	DHHS/PHS/PA
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	TBD
Project Description:	Oregon Reproductive Health Program
Awarding Official:	Robin Fuller / robin.fuller@hhs.gov
Indirect Cost Rate:	17.45%
Research And Development(Y/N):	N

Agency/Contractors Name	DUNS	Award Amount	Total Award FY 16
DESCHUTES	030805147	\$94,983.00	\$94,983.00

PE 42 MCH Oregon Mother's Care Title V FY16 (July 15 - June 16)		
Federal Award Identification Number(FAIN):	B04MC28122-01-00	TBD
Federal Award Date:	10/21/2014	TBD
Performance Period:	10/01/2014 - 9/30/2016	10/01/2015 - 9/30/2017
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA
CFDA Number:	93.994	93.994
CFDA Name:	MCH Block Grant	MCH Block Grant
Total Federal Award:	\$1,227,914	TBD
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services
Awarding Official:	Dorothy Kelley / dkelley@hrsa.gov	TBD
Indirect Cost Rate:	10%	10%
Research And Development(Y/N):	N	N

Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
DESCHUTES	030805147	\$5,104	\$15,311	\$20,414

PE 48 Personal Responsibility Education Program (PREP) FY16 (July 15 - June 16)	
Federal Award Identification Number(FAIN):	1401ORPREP
Federal Award Date:	9/25/2013
Performance Period:	10/1/2013 - 09/30/2016
Federal Awarding Agency:	DHHS / Administration for Children and Families
CFDA Number:	93.092
CFDA Name:	ACA Abstinence Education Program
Total Federal Award:	\$545,893
Project Description:	Oregon Personal Responsibility Education Program
Awarding Official:	Patrick Wells / patrick.wells@acf.hhs.gov
Indirect Cost Rate:	11.90%
Research And Development(Y/N):	N

Agency/Contractors Name	DUNS	Award Amount	Total Award
DESCHUTES	030805147	\$98,493.00	\$98,493.00