

## **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

**CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.**

Please also note that this file does not contain any materials scheduled to be discussed at an executive session or material the access to which maybe restricted under the terms of Oregon law.

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES  
OF JUNE 14, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on June 14, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director Will VanVactor; Building Official Randy Davis; Manager Brent Bybee; Chelsea Carter; Scott Aycock; Michael DeHart; Joe Franell; Brian Walsh and members of the public.

**WORK SESSION**

The meeting was **called to order at 9:00 a.m.**

Public Comment: Jack Rabenberg – Thanked the Court for taking public comment.

Agenda Item #1, Broadband Needs and Opportunities: Scott Aycock, Michael DeHart and Joe Franell attended today's Work Session to discuss broadband grant opportunities available through the Oregon Broadband Office. The broadband will be geared towards making improvements to existing broadband and making it available to those with limited or no access. Judge Crawford will work towards the next steps in this process.

Agenda Item #2, Gala & Empire Solar Access Road Over BLM ROW: Brian Walsh attended today's meeting to discuss the County submit a SF-299 to the BLM for a ROW over the existing Gala solar project access road. Mr. Walsh has previously approached the County with this proposal, at the time he was advised to seek alternate solutions. Mr. Walsh has not sought alternate solutions due to the BLM being understaffed and unresponsive. Commissioner Brummer will facilitate a meeting between Mr. Walsh and the BLM.

Agenda Item #3, Community Development Update: Community Development Director Will VanVactor provided a monthly update for the Planning Department. The number of permits received by the Planning Department is down from this time last year, but the department is still busy working on larger projects. Building Official Randy Davis stated the Building Department is fully staffed and currently working on training.

**EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:17 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JUNE 28, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on June 28, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Jennifer King; Director April Witteveen; District Attorney Kari Hathorn; Director Kim Barber; Director Will VanVactor; Manager Brent Bybee; Compliance Officer Louis Seals; Director Dodge Kerr; Budget Analyst Jamie Berger; Accounting Manager Christina Haron; Manager Tim Deboodt and members of the public.

**WORK SESSION**

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, WHA Comp Renewal Numbers: Jennifer King from SAIF attended the Court meeting to discuss Crook County's workers compensation renewal numbers.

Agenda Item #2, Recommendations for Library Board of Trustees: Library Director April Witteveen, along with four members of the Library Board of Trustees to present their board member recommendations. Natalie Good, Natalie Conway and Cheyenne Edgerly were the three individuals selected based upon their involvement in the community and the fact that they have children.

Agenda Item #3, DA Salaries Schedules: District Attorney Kari Hathorn requested the DA support staff receive a two-step increase, stating staff members are under paid and struggling to support themselves. The step increase is within the DA budget.

**MOTION** to approve a two-step increase for the District Attorney's Office and to sign the personnel action forms out of Court. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, Brasada Ranch Phase 15 Plan Review: Planning Manager Brent Bybee informed the Court an appeal for Brasada Ranch Phase 15. A Court date must be set within 60 days after receipt of complaint. The hearing date was set for July 20<sup>th</sup>.

**MOTION** to set appeal hearing date for Brasada Ranch phase 15 appeal July 20<sup>th</sup> at 9:30 a.m. at the County Court Meeting room. Motion seconded. No further discussion. Motion carried 3-0.

At 9:58 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

### **EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to direct staff to correspond with counter party as directed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to direct staff to correspond with counter party as directed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to direct staff to conduct legal research and proceed as discussed. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 11:31 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JUNE 15, 2022 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on June 15, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Manager Brent Bybee; Planning Technician Hannah Elliott; Director Will VanVactor; Planner Katie McDonald; Manager Kim Herber; Director Kim Barber; Sheriff John Gautney; Tech Deputy Tish Plaster; Chief Administrative Deputy Stephanie Wilson; Office Deputy Linda Neasham; Deputy Javier Sanchez; Deputy Ray Licea; Deputy Don Wagner; Deputy Steven Hatcher; Deputy Aaron Boyce; Commander Bill Elliott; Accounting Manager Christina Haron; Director Galan Carter; Budget Analyst Jamie Berger; Jodie Barram; Jen Fenton and members of the public.

**REGULAR SESSION**

The meeting was **called to order at 9:00 a.m.**

Public Comment: Jack Rabenberg requested the Court review, IGA 157105-6 for my future my choice, before approving it.

**MOTION** to approve the Consent Agenda as presented with these changes, consent agenda item #14 moved to discussion. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #15: Sheriff John Gautney swore in Ramon ‘Ray’ Licea and Don Wagner.

Appearances / Item #16: Jodie Barram from Oregon Living with Fire provided an update on current projects, discussing the current drought effecting Central Oregon. Dr. Jen Fenton discussed grants she is currently working on, including the Biomass grant.

Discussion item #14: Treasurer Galan Carter and Director Dodge Kerr stated the fees in the permissive cooperative procurement contract for investment advisory services, government portfolio advisors (GPA), LLC should be less than originally projected.

Public Hearing: No comment was received.

**MOTION** to approve investment advisory services contract with GPA, LLC. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #17: Finance Director Dodge Kerr provided the Court with the County's third quarter budget report. The report will be posted to the County's website and distributed to department heads for their review and feedback.

Discussion item #18: County Court approved a solid waste fee credit for BestCare, The Humane Society of the Ochocos and Prineville Senior Center.

**MOTION** to approve the solid waste fee credits for BestCare; The Humane Society of the Ochocos and Prineville Senior Center for \$750 each. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #19: Changes were made to made to the County Fee Schedule, these changes are made twice per year. A public hearing was open, with no public comment the hearing was closed.

**MOTION** to approve Crook County Fee Schedule, Order 2022-05, Amendment 1. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #20: A public hearing was opened for the vacation of Springfield Street. County Counsel Eric Blaine read a prepared staff report to the Court. Lisa Andrack, attorney for applicant reported the portion of the road to be vacated is a dead-end road that leads to BLM property, the BLM is in favor of vacating the road, as well as the PLA 1 Road Association. Objection was raised by Vincent May, a resident of Springfield Street. Mr. May stated vacating the road will prohibit all access to a portion of BLM property and is a cause for concern if there is ever a fire. On rebuttal, Ms. Andrack stated the possibility of fire will be limited if the property is not accessible to the public and there are many areas of BLM property that is within the same area. The public hearing was closed. The County Court was in favor of vacating the road and requested legal staff prepare an Order.

**MOTION** to direct staff to prepare a written Order memorializing the vacation of property. Motion seconded. No further discussion. Motion carried 3-0.

## **EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:20 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JUNE 15, 2022 KNIFE RIVER MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Court meeting on June 15, 2022, at 10:30 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVactor; Planning Technician Senior Hannah Elliott; Planning Manager Brent Bybee; Planner Katie McDonald; Matt Ropp and members of the public.

**Judge Seth Crawford** opened the Knife River hearing on the appeal of application No. 217-21-00573-PLNG denying a conditional use application for an aggregate mining operation with the procedural history. Judge Crawford opened a public hearing.

**John Eisler, Assistant County Counsel** summarized the staff report for the Court and discussed how county code should be interpreted.

**Will VanVactor, Community Development Director** reviewed the four new exhibits in this matter.

**Matt Ropp of Knife River** reviewed the four items of concern with the Planning Commissions findings. The conditions were items five, ten, twelve and sixteen. Mr. Ropp also stated that he disagreed with the Planning Commission's interpretation of County Code.

**James Newton of Cascade Geology Oregon** stated his concerns regarding ground water and the issues with the ground water report from Stantec.

**Adam Mikulski** stated that Knife River is currently not following the CUP and has concerns with their compliance moving forward.

**Matt Ropp of Knife River** requested the Court overturn the denial and remand to the Planning Commission.

**Will VanVactor, Community Development Director** discussed Mr. Ropp's four items of concern, stating item number five allows the public to participate and this item should be left. Item ten, ground water is an item of discussion. Item twelve should be clarified, and all reports sent to DEQ should also be sent to the County. Item sixteen is standard language, and the application should be modified if anything is beyond the scope of the original application. Mr. VanVactor stated the EC analysis was not appealed and cannot be challenged now.



The public hearing was closed.

**MOTION** to modify the conditions of approval because this is a use under CCC 18.144.030, and because our County Code limits our consideration to the criteria in chapter 18.144, and because the planning commission correctly found the application satisfied all relevant criteria in that chapter, I move to reverse the planning commission's decision for file number 217-21-000573-PLNG, thereby approving the application and instructing staff to prepare findings consistent with this decision. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:50 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JUNE 29, 2022 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Session on June 29, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Administration Executive Assistants Amy Albert; Director Dodge Kerr; Accounting Manager Christina Haron and Budget Analyst Jamie Berger.

**SPECIAL SESSION**

The meeting was **called to order at 9:00 a.m.**

Finance Director Dodge Kerr presented the Court with Order 2022-24, adoption of the Bowman Museum budget. The only change from the approved budget to the adopted budget was a change to the contingency of capital outlay. A public hearing was opened, with no comment the public hearing was closed.

**MOTION** to approve Order 2022-24 Crook County Bowman Museum physical year budget. Motion seconded. No further discussion. Motion carried 3-0.

Finance Director Dodge Kerr presented the Court with Order 2022-25, a supplemental budget for fiscal year 2021-2022. The Order will rectify the budget for multiple departments. A public hearing was opened, with no comment the public hearing was closed.

**MOTION** to approve Order 2022-25 a resolution adopting a supplemental budget for fiscal year 2021-2022. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:10 a.m.**

Respectfully submitted,

**Amy Albert**

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: June 16, 2022

RE: *PrineTime Wireless/WiFi at Fairgrounds*  
Our File No.: GIS 88(A)

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IT has been working with Jason Wilkins and PrineTime to provide WiFi at the Fairgrounds. The attached is the Service Agreement for the hardware, installation/cabling and 24-months of service. The total cost for the project is \$108,700 with \$54,350 due within 5 days of executing the Agreement and the remaining \$54,350 due upon completion of installation.

Sydney recommends approval.

Please let us know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, July 6, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

AUTHORIZATION FOR SERVICES

CONTRACTOR: PrineTIME Internet Solutions, LLC "PrineTIME"

ADDRESS: 976 NW 3<sup>rd</sup> Street, Prineville, OR 97754 PHONE NUMBER: (541) 447-9840

The signing of this Authorization (Agreement) by PrineTIME and CROOK COUNTY, a political subdivision of the State of Oregon, authorizes PrineTIME to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described below are to be provided by PrineTIME in connection with the Project identified as follows: Providing wireless internet services to the Crook County Fairgrounds.
2. SCOPE OF SERVICES: PrineTIME will perform the following services: Services as described on the attached Exhibit A "Services Agreement".
3. DURATION: This Agreement shall run from its effective date when signed by both parties and continuing thereafter for a period of twenty four (24) months, unless terminated according to the provisions of the Agreement.
4. FEE FOR SERVICES: PrineTIME's fee for the services shall be: As described on the attached Exhibit A.
5. EXTRA SERVICES: PrineTIME may also perform Extra Services (services not specified in the Scope of Services), provided PrineTIME and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. ATTACHMENTS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof: Exhibit A "Services Agreement"

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

**Accepted for PrineTIME**

**Accepted for Crook County**

CROOK COUNTY COURT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Seth Crawford, County Judge  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_



DialUp, DSL, Wireless Internet Service

# Exhibit A

## Service Agreement

Company Legal Name: **Crook County**

TN: **(541) 416-3930**

Service Addresses:

- Crook County Fairgrounds: 1280 SE Main Street, Prineville, Oregon 97754.

Billing Address: **422 NW Beaver Street, Prineville, Oregon 97754**

Contact Person: **Sydney Chandler** TN: **(541)416-3930** Email Address: **Sydney.chandler@co.crook.or.us**

Billing Contact: **Sydney Chandler** TN: **(541)416-3930** Email Address: **Sydney.chandler@co.crook.or.us**

IT Consultant: TN: Email Address:

CPE Vendor: **N/A** TN: Email Address:

<b>Services</b>	<b>MRC</b>	<b>Installation</b>
1) <u>Hardware</u> Ubiquiti 802.11-AC Wireless Access Points outdoor weatherproof enclosures network switches 60 Ghz point to point wireless backhaul radios	\$0.00	\$33,000.00
2) <u>Installation and cabling -</u> Install ten new sites, new fiber drops, wireless point to point links and configure all equipment.	\$0.00	\$48,000.00
3) <u>Internet Access Circuit installation and 24 months of service -</u> 500 Mbps dedicated Internet access circuit delivered via fiber	\$0.00	\$27,700.00
	<b>Total</b>	<b>\$108,700.00</b>

**TERM: 24 months from date of installation**

**BILLING INFO: Concurrent with execution of this agreement, Crook County will pay PrineTIME as follows: (a) \$54,350.00 within five (5) business days of executing this agreement; and (b) \$54,350.00 upon completion of installation.**

**This Agreement is made by and between Customer and PrineTIME as follows:**

1. Rates and Payment: PrineTIME provides services in accordance with the attached rate schedules, with copies available at the PrineTIME Main Office. County agrees to pay monthly charges for services. County will be responsible for payment of any federal, state, or local use, excise or sales taxes,

976 W 3rd St., Prineville, OR 97754 ph (541) 447-9840 <http://www.PrineTIME.com>

## Exhibit A

regulatory surcharge due to services provided by PrineTIME to the County. PrineTIME shall bill the County monthly. Accounts are considered delinquent if not paid in full within 30 days after receipt of the invoice. A service charge of 9% per annum will be charged on all delinquent amounts from the date due. If payment is not received within 30 days after date due, PrineTIME reserves the right to terminate service immediately and collect all monies due. The fees agreed upon within this Agreement shall be in force throughout the term of this Agreement.

2. Termination: The parties may terminate any or all components of this Agreement as described in this Section.

(a) For Convenience (no cause): To terminate any or all components of this Agreement for convenience or for no cause, County must provide PrineTIME written notification at least 30 days in advance to the date of termination. Upon written notification of termination for convenience, PrineTIME will have 30 days to complete the disconnection process.

Upon receiving notification of the completion of the disconnection process, County will pay a lump sum equal to 100% of the remaining monthly recurring charges for the unexpired portion of the Agreement, plus a lump sum equal to all reasonable out-of-pocket charges incurred by PrineTIME for providing the access services to the County's premises, but only for the components terminated. This lump sum will be reduced by the amount of expenses PrineTIME would have incurred had the agreement or individual components not been terminated by County for convenience prior to the expiration of its term.

PrineTIME and County agree that the lump sum payment discussed above is to compensate PrineTIME for the expenses PrineTIME incurred securing services from its upstream vendors, and that the lump sum payment is compensatory and is not a penalty.

The remedies of this Section 2 are strictly in the event of a "No Cause" termination. Any and all "For Cause" termination remedies are set forth separately in this Agreement.

(b) Telecommunication Standards: Should the services provided by PrineTIME be inconsistent with telecommunications common carrier industry standards, and County delivers written notice to PrineTIME specifying such inconsistency, PrineTIME will have 30 days to correct the inconsistency and, if not corrected, County may terminate this Agreement immediately and without further notice.

(c) For Cause: With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

(d) For Credit Rating: This Agreement may be terminated by PrineTIME upon unacceptable credit or reference check, at the sole discretion of PrineTIME. If PrineTIME terminates pursuant to this subsection (d), PrineTIME shall provide written notice to County of such termination.

3. Equipment Return: County is responsible to return all rental equipment owned by PrineTIME to PrineTIME within 14 days of the service cancellation date. If equipment is not returned within 14 days of cancellation date, the County will be billed and responsible for the list price of the equipment.

4. Effective Date of Service: County agrees that the effective date of service will be the effective date of the Agreement, or when service actually begins, whichever is later, and that PrineTIME will use its best efforts

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*DialUp, DSL, Wireless Internet Service*

## Exhibit A

to commence service in a reasonable length of time, although, PrineTIME shall not be held liable for a delay or failure in service availability from the ILEC (Qwest).

5. **Disclaimer and Limitation of Liability:** No warranty is expressed and none shall be implied, including warranty of merchantability or warranty of fitness for use for a particular purpose, which extends beyond the terms hereof. Neither party shall have any liability to the other or any third party for any general, special, incidental, or consequential damages resulting from the failure of the subscribed service, the duties under this Agreement, or of the performance of any related equipment.
6. **Third Party Verification:** PrineTIME reserves the right to contact third parties in regards to the County, for credit verification purposes.
7. **Acceptable Use and Billing Policy:** The parties agree that they will both endeavor to live up to the spirit and precatory goals of the PrineTIME Acceptable Use and Billing Policies, but that in no regard will those Policies amend, alter, or supplement the provisions of this Agreement, or create obligations upon and that those Policies do not constitute a separate contract or agreement between Crook County and PrineTIME.
8. **Governing Law:** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Oregon. Any suit or action arising out of or in connection with this Agreement shall be brought in a State court located in the State of Oregon and the parties hereby consent to exclusive in personam jurisdiction of such court in any such suit or action brought under the terms of this Agreement. Venue for any such action shall be Crook County Circuit Court.
9. **Severance and Entire Agreement:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement contains the entire understanding between the two parties and no statement, promise, or inducements made by either party or agent of either party that is not contained in this Agreement shall be valid or binding.
10. **Security Breach Notification:** PrineTIME agrees to notify County immediately upon any breach of security that occurs with the PrineTIME-maintained equipment and/or property for the duration of this Agreement.
11. [RESERVED]
12. **Independent Contractor:** It is understood and agreed that PrineTIME, while performing services pursuant to this Agreement, is at all times acting and performing as an independent contractor.
13. **Tax Duties and Liabilities:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by Crook County. PrineTIME is responsible to pay, according to law, PrineTIME's income tax and self-employment tax, if applicable.
14. **Authorized Signatures Required:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
15. **Payment by County:** County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

976 W 3rd St., Prineville, OR 97754    ph (541) 447-9840    <http://www.PrineTIME.com>

## **Exhibit A**

16. Indemnification: PrineTIME shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of PrineTIME, for its employees, servants or agents.
17. Compliance with the Laws: PrineTIME agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
18. Protection of Personal Information: If PrineTIME obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, PrineTIME agrees to provide appropriate safeguards to protect the security of this information. PrineTIME shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS § 646A.622.
19. Conditions concerning payment, contributions, liens, withholding: Pursuant to ORS 2798.220, PrineTIME shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Agreement.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
20. Condition Concerning Payment For Medical Care And Providing Workers' Compensation: Pursuant to ORS 2798.230, PrineTIME shall:
- (a) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of PrineTIME, of all sums that PrineTIME agrees to pay for the services and all moneys and sums that PrineTIME collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
21. Amendments: This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
22. Assignment: Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably delayed or withheld.
23. Equipment, Tools, Materials, or Supplies: PrineTIME will provide all equipment, tools, materials, or supplies necessary to fulfill PrineTIME's obligations under the terms of this Agreement.





DialUp, DSL, Wireless Internet Service

### Exhibit A

24. How Notices Shall Be Given: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.

25. Attorney Fees: In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

26. Insurance and License: At all times work is performed under this Agreement, PrineTIME must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate and naming Crook County as an additional insured. PrineTIME must provide County with evidence of insurance.

27. Waiver: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this agreement.

PRINETIME INTERNET SOLUTIONS, LLC

CROOK COUNTY COURT

BY: \_\_\_\_\_  
\_\_\_\_\_  
(printed name)  
TITLE: Owner  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Seth Crawford  
(printed name)  
TITLE: Crook County Judge  
DATE: \_\_\_\_\_

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
APPOINTMENT TO THE LIBRARY  
BOARD OF TRUSTEES**

**ORDER 2022- 27**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Library Board of Trustees:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Library Board of Trustees Position # 1	Natalie Good	4 – Year Term Expiring 06-30-2026	Yes
Library Board of Trustees Position # 4	Cheyenne Edgerly	1 – Year Term Expiring 06-30-2023	Yes
Library Board of Trustees Position # 5	Natalie Conway	2 – Year Term Expiring 06-30-2024	Yes

DATED this 6th day of July 2022.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
APPOINTMENT TO THE WOLF  
DEPREDATION COMPENSATION  
COMMITTEE**

**ORDER 2022-28**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Wolf Depredation Compensation Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Wolf Depredation Compensation Committee – Business Representative Position # 1	Elaina Huffman	1 – Year Term Expiring 06-01-2023	No
Wolf Depredation Compensation Committee – Business Representative Position # 2	John Dehler III	2 – Year Term Expiring 06-01-2024	No

DATED this 6th day of July 2022.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner



**Crook County**  
**Human Resources**  
 267 NE 2nd St, Ste 101  
 Prineville, OR 97754  
 541-416-3800

**PERSONNEL ACTION FORM**

EMPLOYEE INFORMATION				
<b>Employee Name:</b> (Last, First Name MI)  Albert, Amy	<b>Employment Type:</b> Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	<b>Employment Status:</b> Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	<b>Employment Action:</b> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Employment Classification:</b> Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/>
<b>Effective Date:</b> 6/16/2022	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:		
<b>Position #:</b>	<b>Reason:</b> Hybrid Position			
<b>DETAIL</b>	<b>FROM (present status)</b>	<b>TO (new status)</b>		
FTE: (e.g. 1.0, .80)	1.0	1.0		
Hours Per Day/Scheduled Days:	Varied	Varied		
Dept./Office:	Admin, Facilities	HR, Admin, Facilities		
Position - Job Title:	Admin	Admin / Generalist		
Salary Grade/Step:	118/6	120/8		
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$24.90	\$28.35		
Certification Pay/Per Pay Period:				
License Required: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
<b>Comments/Notes:</b> HR 50%				
_____ Human Resources Signature		_____ Finance Signature		_____ Date
_____ Department Head Signature		_____ Employee Signature (if applicable)		_____ Date
<b>County Court Signatures Required For:</b> Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>				
_____ County Judge		_____ County Commissioner		_____ Date
_____ County Commissioner		_____ Date		



ODHS SHARED SERVICES  
Office of Contracts and Procurement



635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Voice: (503) 945-5818  
FAX: (503) 378-4324

June 8, 2022

**Grant Agreement #** 170122-2  
**County Name:** Crook County  
**Email address:** kplumb@h.co.crook.or.us

Dear County:

OHA provides this notice to you that OHA has approved and requests County's approval of the Amendment below of the above referenced Agreement; the Amendment is to become effective as of December 1, 2020, regardless of the approval dates below.

The proposed Amendment extends the Agreement expiration date and reporting time limits to **December 31, 2022**.

**Amendment Approval Instructions:** Please send County's authorized representative's reply to this e-mail **as soon as possible**, preferably June 17, 2022, confirming in writing County's approval of the proposed Amendment.

To approve the attached proposed amendment, County's email reply to OHA shall include completion of the corresponding text fields in the County signature block on Page 2 below:

- Name and Title of the County's Authorized Representative approving the amendment; and
- Date of approval by County.

After completing those items, print / save this document (Pages 1 and 2) as a PDF file and attach it to your reply to OHA's email.

If County prefers, County may print this document, sign it in ink, then scan the document (Pages 1 and 2) for return to OHA as a PDF file attachment to County's reply to OHA's email.

Thank you for your prompt attention to this matter.

Sincerely,

*Cara Biddlecom*

Deputy Public Health Director  
Oregon Health Authority, Public Health Division

**Amendment #2 to Intergovernmental Agreement #170122**

The Agreement is amended as follows:

- 1) Section 1. Effective Date and Duration is amended to change the expiration date of the Agreement to **December 31, 2022**.
- 2) Exhibit A, Part 1 Statement of Work, Section 3. Reporting Requirements is amended to extend the Final Report Period to **December 31, 2022**, and to state that the final reports shall for the period ending December 31, 2022 shall be due January 15, 2023.
- 3) This Amendment becomes effective as of **December 1, 2020**, upon OHA’s receipt of County’s approval of this Amendment.
- 4) **Section 1. Effective Date and Duration** is amended to add the following to the end of the provision: “Notwithstanding the expiration date, the due date for the final Reports required by Exhibit A, Part 1, Section 3 is **January 15, 2023**.”

**Signatures:**

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

**By:**

Cara Biddlecom via email  
Authorized Approval

Cara Biddlecom  
Printed Name

Deputy Public Health Director  
Oregon Health Authority, Public Health Division  
Title

June 8, 2022  
Date

**Approved for Legal Sufficiency:**

Exempt per OAR 137-045-0050(2)  
Department of Justice

**Crook County**

**By:**

\_\_\_\_\_  
Authorized Approval

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

**FOURTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
PREVENTION, AND PROBLEM GAMBLING SERVICES #173132**

This Fourth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

**RECITALS**

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

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

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**6. Signatures.**

**Crook County**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved by: Director, OHA Health Systems Division**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 18, 2021; e-mail in contract file.



**ATTACHMENT 1**  
**EXHIBIT C**  
**Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: A0068

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	------	------	----------	-----------------	------------------	------	-------------------	--------------------------	---------	---------	------	-------------	-----

CALENDAR YEAR: 2022

65	424	IDPF		CROOK COUNTY	1/1/2022 - 12/31/2022	0 /N/A	\$0.00	\$5,000.00	\$0.00	C	1	Y		1
								<u>\$5,000.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 65								<u>\$5,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2022								<u>\$5,000.00</u>	<u>\$0.00</u>					
TOTAL FOR A0068 173132								<u>\$5,000.00</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY  
DATE: 06/17/2022

Contract#: 173132  
REF#: 005

REASON FOR FAAA (for information only):

Intoxicated Driver Program Fund (A&D 65 IDPF) funds are awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0068 1 These funds are for A&D 65 IDPF Services for invoices from 01/01/2022 to 12/31/2022.

**Certificate Of Completion**

Envelope Id: 0BD4748686CD4D7F9CF14A207C70DEA4	Status: Sent
Subject: 173132-4 Crook County	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	LARRY.O.BRIGGS@dhsoba.state.or.us
	IP Address: 209.112.106.2

**Record Tracking**

Status: Original	Holder: Larry Briggs	Location: DocuSign
6/23/2022 3:20:34 PM	LARRY.O.BRIGGS@dhsoba.state.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

**Signer Events**

**Signature**

**Timestamp**

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mick Mitchell

mick.j.mitchell@dhsoba.state.or.us

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Margie Stanton

MARGIE.C.STANTON@dhsoba.state.or.us

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/26/2020 8:11:14 AM  
ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

Eric Blaine

eric.blaine@co.crook.or.us

Security Level: Email, Account Authentication (None)

Sent: 6/23/2022 3:22:57 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/17/2021 10:49:40 AM  
ID: ba09c238-c094-4080-84d7-5daed4e2c5e4

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Carbon Copy Events	Status	Timestamp
<p>Lindsay Azevedo lindsay.azevedo@co.crook.or.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/20/2022 8:15:58 AM ID: a19b5df8-d70a-442c-99b6-98c899fd62d8</p> <p>amhcontract.administrator@dhsosha.state.or.us amhcontract.administrator@dhsosha.state.or.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Shawn Kintner Shawn.Kintner@dhsosha.state.or.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 6/23/2022 3:22:58 PM Viewed: 6/24/2022 9:19:25 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2022 3:22:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

#### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.

After Recording Return to:

Crook County  
Attn: County Counsel  
300 NE Third Street  
Prineville, OR 97754

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF VACATING )  
A PORTION OF SOUTH EAST )  
SPRINGFIELD STREET, LOCATED ) ORDER NO. 2022-31  
IN PRINEVILLE LAKES ACRES, )  
UNIT 1 )

WHEREAS, on or about April 6, 2022, the County received a petition submitted under ORS 368.366, requesting the County Court vacate a portion of SE Springfield Street, a roadway located within the Prineville Lakes Acres, Unit 1 subdivision, in Crook County. The portion of the street that was the subject of the petition is depicted on the attached Exhibit 1, by this reference incorporated into and made a part hereof; and

WHEREAS, this portion of SE Springfield Street bisects certain parcels owned by the petitioners Faustin Gallegos, and Joanne and Richard Tjulander. The legal descriptions for the parcels are as follows:

- Lot 1 in Block 14 of Prineville Lakes Acres, according to the official plat thereof, recorded August 16, 1971 in Book 7 of Plats at Page(s) 15-16, records of Crook County, Oregon.

This property is commonly known as Tax Lot 1616 23 D00 2200, vested in Faustin Gallegos.



- Lot 53 in Block 10 of Prineville Lakes Acres, according to the official plat thereof, recorded August 16, 1971 in Book 7 of Plats at Page(s) 15-16, records of Crook County, Oregon.

This property is commonly known as Tax Lot 1616 23 D00 2100, vested in Richard C. Tjulander and Joanne T. Tjulander, as tenants by the entirety, and Faustin Gallegos as tenants in common, each with their 50% undivided interest.

- Lot 52 in Block 10 of Prineville Lakes Acres, according to the official plat thereof, recorded August 16, 1971 in Book 7 of Plats at Page(s) 15-16, records of Crook County, Oregon.

This property is commonly known as Tax Lot 1616 23D 00 2000, vested in Richard Tjulander and Joanne Tjulander as Tenants by the Entirety.

WHEREAS, pursuant to statute, the County Roadmaster inspected the portion of SE Springfield Street, and on April 15 submitted a report to the County Court which supported the vacation. The report found that approving the vacation will not have any adverse impacts on any transportation needs of the public; and

WHEREAS, before considering the vacation, the County Court scheduled a public hearing for 9 AM on June 15, 2022, at the County meeting room at 320 NE Court Street, Prineville, OR. Notice for the meeting was posted at three separate locations visible from the roadway adjacent to the portion of SE Springfield Street proposed to be vacated at least 20 days before the hearing; published twice in a newspaper of general circulation, once more than 20 days before, and once within 10 days of the June 15 hearing; and mailed to those persons entitled to receive such additional notice at least 30 days prior to the hearing; and

WHEREAS, at the June 15 hearing, the County Court received testimony for and against the petition. The County received no evidence that approving the petition would deprive anyone of legal access, and that the attorney for the petitioners affirmed to the County Court that if the petition was approved and any of the petitioners should require easements to ensure legal access, the petitioners would grant such easements; and

WHEREAS, if a road vacation petition is approved, the vacated property would vest according to the formula described in ORS 368.366(1)(c) and (1)(d), unless the County Court, pursuant to ORS 368.366(2), approved vesting in some other manner. The petitioners requested that the property be vested with the owner of Lot 2200 (petitioner Faustin Gallegos).

WHEREAS, after receiving public testimony, and considering the written materials submitted, the County Court found that vacating this portion of SE Springfield Street is in the public interest, and instructed staff to prepare a written Order to approve the petition.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The petition to vacate a portion of SE Springfield Street, submitted by petitioners Faustin Gallegos, Richard Tjulander, and Joanne Tjulander, is approved subject to the conditions of this Order. This Order will be recorded in the real property records of the Crook County Clerk.

Section 2. Petitioners will, within eighteen (18) months of the date this Order is approved, submit a legal description of the area of the vacated portion of SE Springfield Street showing how the vacated property would be vested. County staff members are

authorized to review that legal description and administratively approve it on behalf of the County.

Section 3. If the Petitioners do not submit a legal description within eighteen (18) months that this Order is approved by the County, then the Portion of SE Springfield Street depicted on the attached Exhibit 1 is vacated, and the vacated property will vest according to ORS 368.366(1)(c) and (1)(d).

Section 4. This Order does not vitiate or impair any obligation by the Petitioners to undergo a boundary line adjustment process as may be otherwise required by law.

Section 5. A condition of this Order is that, in accordance with the statements of the Petitioners, any access easements necessary to preserve legal access to Tax Lots 2000, 2100, and 2200 will be executed by the Petitioners, or their successors in interest, and recorded in the real property records of Crook County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

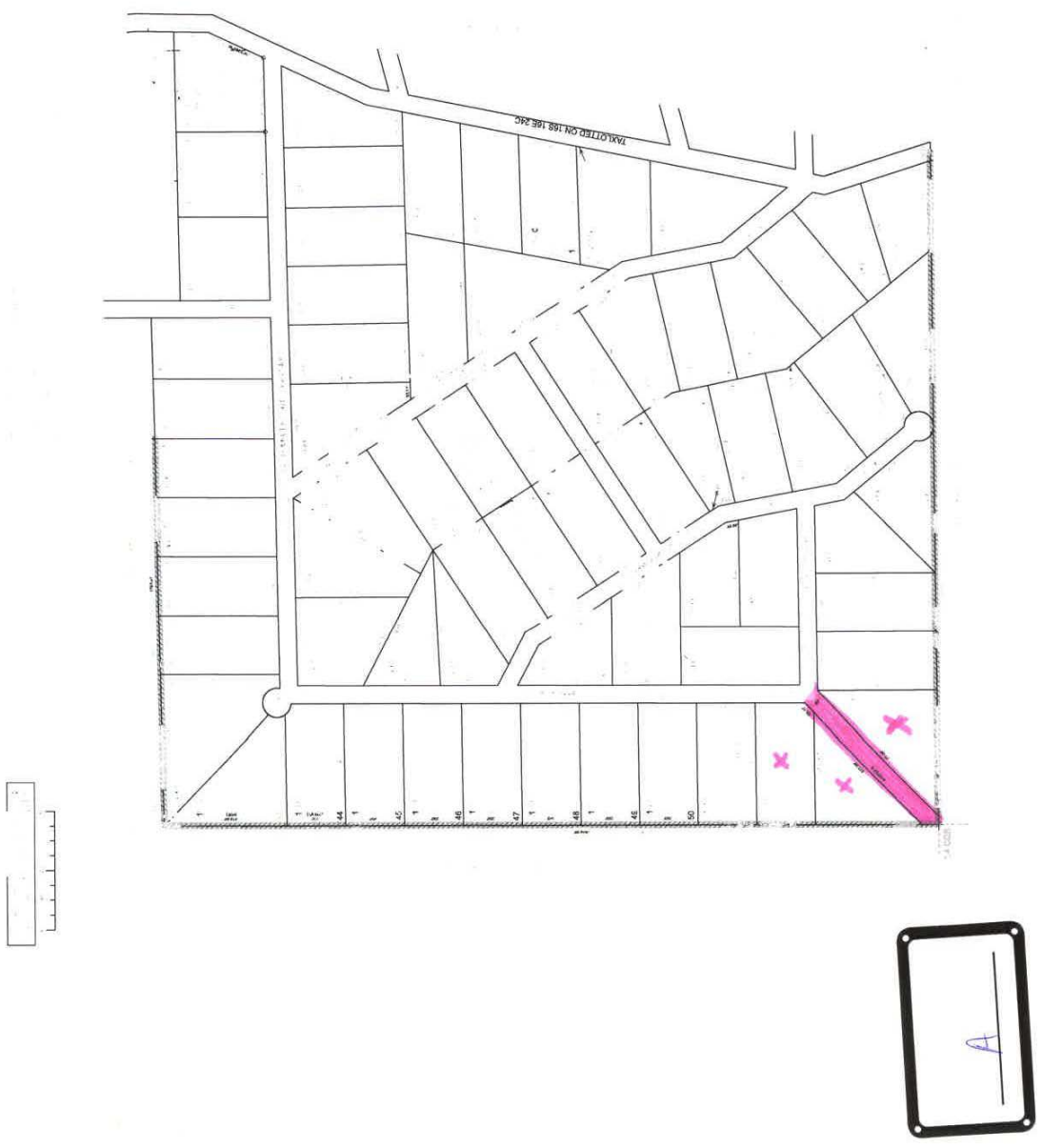
\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_,  
a notary public, personally appeared Judge Seth Crawford, Commissioner  
Jerry Brummer, and Commissioner Brian Barney, all personally known to me  
or known by ID, to be the persons whose names are subscribed to this  
document, and acknowledged that they executed the same.

State of Oregon ) \_\_\_\_\_  
                          ) ss.  
County of Crook ) \_\_\_\_\_

Exhibit 1



# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

**TO:** Crook County Court

**FROM:** Eric Blaine, County Counsel

**DATE:** June 29, 2022

**RE:** Amendment # 9 to public health funding agreement  
Our File No.: Health # 57(I)

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The County has received a proposed ninth amendment to IGA No. 169507. Unlike the previous seven amendments<sup>1</sup>, this amendment restates the entire agreement (all 152 pages of it). The changes focus on Program Element # 12, addressing emergency preparedness and response. Specifically, the changes focus on the State's efforts to promote "equity," which the 9<sup>th</sup> Amendment describes as:

Equity: The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression. Historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.<sup>2</sup>

It is important to understand that "equity" as the State proposes is not *equality*; or, to put it another way, it is meant to achieve equality of outcomes rather than provide an equality of opportunity under the law. As the statement above makes clear, the State has concluded that this may require "different levels of support based on an individual's or group's needs...." (emphasis added.) Important to realize is that the State's conception of equity focuses very much on group status, not only the needs or circumstances of individuals.

The State has made this a priority for its activities in a variety of healthcare documents, such as the 2020-2024 State Health Improvement Plan "Healthier Together Oregon,"<sup>3</sup>

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<sup>1</sup> The Oregon Health Authority has stated that they are working on an eighth amendment, but issued the ninth amendment first.

<sup>2</sup> This statement includes an endnote to consult the State of Oregon Diversity, Equity, and Inclusion Action Plan, available at: [https://www.oregon.gov/lcd/Commission/Documents/2021-09\\_Item-2\\_Directors-Report\\_Attachment-A\\_DEI-Action-Plan.pdf](https://www.oregon.gov/lcd/Commission/Documents/2021-09_Item-2_Directors-Report_Attachment-A_DEI-Action-Plan.pdf), last visited June 22, 2022.

<sup>3</sup> Available at: <https://www.oregon.gov/oha/PH/ABOUT/Documents/ship/2020-2024/Healthier-Together-Oregon-full-plan.pdf>, last visited June 27, 2022.

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and the 2021-2023 Oregon Health Authority Equity Advancement Plan.<sup>4</sup> The State's definition has been a feature in a variety of other activities, such as the recent grant number 8227 awarded to Crook County for law enforcement and road improvement purposes which encourages the County to submit a report on how the use of the funds address equitable outcomes. A number of legislative bills in the last several years have been adopted to promote the State's definition of equity: See as examples SB 1579 (2022), SB 1580 (2022), SB 70 (2021), SB 731 (2021), HB 2475 (2021), HB 2505 (2021), HB 3010 (2021), HB 3112 (2021), and HB 3353 (2021).

Many of these bills require that recipients of State funding adhere to the State's equity goals, e.g. HB 2935 (2021) (prohibiting school districts from voluntarily associating with interscholastic athletics entities unless those entities adhere to certain equity requirements); HB 3010 (2021) (prohibiting the grant of State funds under ORS 284.348 unless applicants undertake "active good faith efforts to hire or contract with individuals from underrepresented groups for the production for which the reimbursement is sought").

Regardless of the requirements or encouragement of these State authorities, the County must conform to the dictates of the Constitution of the United States and the Constitution of the State of Oregon. Both secure for individual citizens equal protection under the law, especially against different treatment by government actors on the basis of protected class status. Such protected class statuses are familiar: race, color, sex, religion, national origin, sexual orientation, etc. Laws which subject people to different treatment on the basis of these protected class statuses are subjected to exacting standards. Laws or government actions which treat people differently on the basis of race are held to "strict scrutiny," which requires that the government agency demonstrate that the laws are (1) narrowly tailored to address (2) a compelling state interest. Laws or government actions which treat people differently on the basis of sex are held to "intermediate scrutiny," which requires the law or action to be (1) substantially related to (2) an important government interest. Both levels of scrutiny require the government agency to meet high standards, strict scrutiny especially.<sup>5</sup>

In particular, the law does not allow a government agency to find discrimination to remediate by "legislative pronouncements," or by mere assumptions that entire groups are "oppressed" on the basis of anecdotes or conclusory statements.

This risk is something more than hypothetical. Recall the July 2020 decision of the Emergency Board of the Oregon State Legislature to apportion \$62 million in Covid relief funds only to applicants of a specific racial group. Under the system established by the Legislature, no one of any other racial group could apply for these funds. Despite written reservations about the constitutionality of that decision from the Legislative Counsel's office, observing that the Legislature did not undertake to compile reliable data and evidence of past discrimination sufficient to meet constitutional muster, the decision was not rescinded. Two separate lawsuits, one from an Eastern Oregon timber business and one from a Hispanic-owned coffee house, were filed in federal district court, and class-action status was sought. Each alleged that they were prevented from applying for the

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<sup>4</sup> Available at: <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/1e9813.pdf>, last visited June 27, 2022.

<sup>5</sup> It has often been observed that strict scrutiny is "strict in theory and fatal in fact."

grant funds simply by virtue of the race of the businesses' owners, regardless of economic need or any other race-neutral basis. The case resolved in a settlement before the court could rule on the class action certification, which would have exposed the State and its nonprofit contractors to significantly increased liability had the plaintiffs prevailed.

The County will have an ongoing responsibility to ensure that no matter what the State may seek to require by contract, it cannot treat people differently on the basis of their protected class status unless it is able to meet the exacting standards required by the Constitutions of the United States and State of Oregon. As regards public health services, to would be wise, instead, to base determinations on the activities undertaken, and the amount of resources to devote, on the basis of an individual's healthcare needs rather than group status. If the County allocates resources on the basis of an individual's healthcare need, even as it examines what disparities exists between demographic groups and plans on how to ameliorate them statistically significant disparities, it will not violate the guarantee of equal protection under the law.

Specific changes in this 9<sup>th</sup> Amendment to funding agreement No. 169507 include:

- The inclusion of the State's definition of equity, reproduced above.
- The inclusion of the definition of the Regional Emergency Coordinator, a position meant to "supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document."
- Changing the diction for a variety of terms. For instance: "individuals experiencing homelessness" has been changed to "people experiencing houselessness;" "pregnant and postpartum women" has been changed to "pregnant and postpartum people;" and "institutional settings" has been changed to "congregant settings."
- Requires, to a greater degree than previously, collaboration with "community-based organizations."
- Requiring, in a variety of Program Elements, that activities "Prioritiz[e] health equity" as defined in a particular paragraph. The paragraph reads:

Focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.



This new requirement replaces the earlier requirement that the County must undertake “Identification of populations at risk of being disproportionately impacted by incidents or events.”

- The incorporation of a new Attachment 1, which “lists goals and requirements that [local public health authorities] will work toward with 2021-23 funding.” A copy of this document is attached to this memo, and should be read in full.
- The removal of the requirement to undertake the “Integration of Access and Functional needs of individuals.”
- Removal of the requirement to participate “in a minimum of 75% of statewide HSPR-hosted monthly conference calls.”
- Removal of COVID-19 mitigation requirements.

In summary, I have identified nothing in this amendment which is overtly unconstitutional. Working to ensure the health and welfare of all Crook County residents is a worthy goal. In furthering that goal, the County must ensure that it does not violate the responsibility to treat individuals equally before the law.

**Please place this memo and the attached document(s) on the Wednesday, July 6, 2022, 2022 County Court Agenda as a CONSENT AGENDA ITEM.**

**Attachment 1****Appendix A**

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

**Programmatic goals and work plan requirements**

**Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.**

- LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.
- LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.

**Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities' ability to respond.**

- LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable)

**Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.**

- LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable)

**Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.**

- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.

**LPHA Requirements for increasing Capacity for Foundational Capabilities****Leadership and Organizational Competencies**

- LPHA will participate in public health modernization learning collaboratives.
- LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.

**Health Equity and Cultural Responsiveness**

- LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)

**Assessment and Epidemiology**

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

**Community Partnership Development**

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

**Communications**

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

## DOCUMENT RETURN STATEMENT

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

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

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

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

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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

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

## AGREEMENT #169507

### AMENDED AND RESTATED 2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2021-23 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 Crook County, the Local Public Health Authority for Crook County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2021, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement does not affect the terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

#### RECITALS

WHEREAS, the first fiscal year of the Financial Assistance Award for the 2021-23 Intergovernmental Agreement will expire June 30, 2022, OHA issues this Amended and Restated Agreement in order to amend the Agreement to provide the second fiscal year (July 1, 2022 through June 30, 2023) Financial Assistance Award (as provided in Exhibit C), provide the awarded Program Elements (as provided in Exhibit B), and update the funding amounts in the Information Required by 2 CFR Subtitle B (Exhibit J); WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

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

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

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

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

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

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

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

## AGREEMENT

1. **Effective Date and Duration.** This Amended and Restated Agreement shall become effective on July 1, 2022 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2023.
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 Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

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

**3. SIGNATURES.**

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

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on June 9, 2022, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

## EXHIBIT A DEFINITIONS

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

1. **“Agreement”** means this 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.



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

**2021-2023 PROGRAM ELEMENTS (PE)**

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<b><u>PE 01 – State Support for Public Health</u></b>					
<b><u>PE 01-01</u></b> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<b><u>PE 03 – Tuberculosis Case Management</u></b>					
<b><u>PE 03</u></b> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<b><u>PE 04 – Sustainable Relationships for Community Health (SRCH)</u></b>					
<b><u>PE 04-02</u></b> Community Chronic Disease Prevention	FF	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	93.421	N	Y
	FF	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
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**PE 10 – Sexually Transmitted Disease (STD)**

<b><u>PE 10</u></b> Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
<b><u>PE 10-02</u></b> Sexually Transmitted Disease (STD)	GF	N/A	N/A	N	N
	FF	CDC/Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	N	Y

**PE 12 – Public Health Emergency Preparedness and Response (PHEP)**

<b><u>PE 12-01</u></b> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
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**PE 13 – Tobacco Prevention and Education Program (TPEP)**

<b><u>PE 13-01</u></b> Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
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**PE 36 – Alcohol Drug Prevention Education Program**

<b><u>PE 36</u></b> Alcohol and Drug Prevention Education Program	FF	SAMHSA/Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N

**PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children**

<b><u>PE 40-01</u></b> WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<b><u>PE 40-02</u></b> WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<b><u>PE 40-03</u></b> BFPC: July – September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<b><u>PE 40-04</u></b> BFPC: October – June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<b><u>PE 40-05</u></b> Farmer’s Market	GF	N/A	N/A	N	N

**PE 42 Maternal, Child and Adolescent Health (MCAH) Services**

<b><u>PE 42-03</u></b> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<b><u>PE 42-04</u></b> Babies First! General Funds	GF	N/A	N/A	N	N
<b><u>PE 42-06</u></b> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<b><u>PE 42-11</u></b> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<b>PE 42-12</b> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<b>PE 42-14</b> Home Visiting	GF	N/A	N/A	N	N

**PE 44 – School-Based Health Centers (SBHC)**

<b>PE 44-01</b> SBHC Base	GF	N/A	N/A	N	N
<b>PE 44-02</b> SBHC Mental Health Expansion	OF	N/A	N/A	N	N
<b>PE 44-03</b> COVID COAG Funds	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<b>PE 44-04</b> SBHC Telehealth	GF	N/A	N/A	N	N

**PE 50 Safe Drinking Water Program**

<b>PE 50</b> Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N	N
	OF	N/A	N/A	N	N

**PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation**

<b>PE 51-01</b> Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
<b>PE 51-02</b> Regional Partnership Implementation	GF	N/A	N/A	N	N
<b>PE 51-03</b> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

**PE 62 – Overdose Prevention**

<b>PE 62</b> Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants	93.788	N	Y
	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y

**Fund Types:**

**GF** means State General Fund dollars.

**OF** means Other Fund dollars.

**FF** means Federal Funds.

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

**EXHIBIT B  
PROGRAM ELEMENT DESCRIPTIONS**

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

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

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

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

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

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

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

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

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

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**  
In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the

extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.



- (g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

**(3) Case Investigation and Contact Tracing**

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

**(4) Isolation and quarantine**

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(6) Tribal Nation support.**

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

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

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

**(8) COVID-19 Vaccine Planning and Distribution.**

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to

identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).

- (c) Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
  - (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
  - (e) Plan, and implement vaccination activities with organizations including but not limited to:
    - Colleges and Universities
    - Occupational health settings for large employers
    - Faith-based or religious institutions
    - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
    - Pharmacies
    - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
    - Organizations and businesses that employ critical workforce
    - First responder organizations
    - Non-traditional providers and locations that serve high-risk populations
    - Other partners that serve underserved populations
  - (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

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

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

**6. Reporting Requirements.** Provide monthly reporting to OHA on COVID-19 vaccine activities.

**7. Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

**Program Element #03: Tuberculosis Services****OHA Program Responsible for Program Element:**

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

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

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

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

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTBI Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment

or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

- h. Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
  - i. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
  - j. Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
  - k. Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
  - l. Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:  
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
  - m. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
  - n. Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
  - o. Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
  - p. TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.
- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.**, By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

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

**b.** LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.

- c. TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
- (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
  - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
  - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
  - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
  - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
  - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
    - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
    - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
  - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.
  - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d.** If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- e.** LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
- f.** LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.



- g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

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

6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:

- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at <https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx>. After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

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

- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

**Program Element #04: Sustainable Relationships for Community Health (SRCH)****OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under 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 deliver Sustainable Relationship for Community Health (SRCH) services. The Local Public Health Authority (LPHA) must partner with their regional Coordinated Care Organizations (CCO) and local community-based organizations (CBOs) to align and delineate organizational roles and responsibilities to improve health outcomes, while leveraging existing community-wide health improvement initiatives.

Through the SRCH initiative, the LPHA must work with CCOs, clinics, CBOs and others involved with health system transformation and delivering Evidence-Based Interventions and Services, and to prevent and improve chronic conditions and improve Community-Clinical Linkages. More specifically, these leaders from multiple sectors will use data to identify at-risk populations, refer and connect at-risk populations to Evidence-Based Interventions and Services, and share and use data to improve referral systems and health outcomes, and reduce disparities / inequities. SRCH will provide teams the opportunity to develop and strengthen relationships, co-design Closed-Loop Referral strategies, develop sustainable payments and/or reimbursement methodologies, implement quality improvement processes, and collect, analyze and share data in order to reduce some of the leading causes of death and disability in Oregon. Developing and improving these sustainable systems may require steps such as creating new payment or reimbursement strategies, increasing the capacity of CBOs, improving and coordinating referral systems, and documenting referral outcomes.

LPHA must specifically address issues related to areas of quality improvement, including use of quality measures, electronic health records and HIT, and traditional health workers in team-based care. LPHA must also increase the use of evidence-based Community Self-Management Programs (CSMP) through Closed-Loop Referral health system and reimbursement.

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

2. **Definitions Specific to Sustainable Relationships for Community Health (SRCH).**
  - a. **Closed-Loop Referrals:** Referrals that, in addition to linking the referred individual to self-management intervention, 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.
  - b. **Community-Clinical Linkages:** Refers to forming partnerships and relationships among clinical, community, and public health organizations to coordinate health care delivery, and public health and community-based activities to promote healthy behaviors and improve the health of a population.
  - c. **Evidence-Based Interventions and Services:** Refers to practices set forth in public health or health care that have been shown through research and evaluation to improve health outcomes, and have been recommended through national guidance from expert organizations such as the Centers for Disease Control and Prevention's Community Guide to Preventive Services or the United States Preventive Services Task Force. This may include (but is not limited to) chronic

disease self-management programs, asthma self-management, the national Diabetes Prevention Program, tobacco cessation services or colorectal cancer screening.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
<b>Participate in activities to create Sustainable Relationships for Community Health (SRCH) Institutes</b>		*	X	X	X	X	X	X			X	X
<b>Advance Health System Interventions</b>		X	X	*	X	X	X	X	X	X	X	
<b>Promote Community-Clinical Linkages to Support Patient Self-Management</b>		X	X	*	X	X	X	X	X	X	X	
<b>Development and Implementation of a Plan to Sustain Relationships for Community Health</b>		*	X	X	X	X	X	X	X	X	X	

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Adults who smoke cigarettes

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

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

- a. **General Requirements.**

LPHA must:

- (1) Submit a local program plan and local budget for approval by OHA within a timeframe designated by OHA. LPHA must engage in activities as described in its local program plan, which has been approved by OHA.
- (2) Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- (3) Assure that it is staffed at the appropriate level to address Subsections b.(1) through b.(4) of this Section 4 of this Program Element. LPHA must designate a point of contact between LPHA and OHA. Funds for this Program Element are to be directed to personnel, travel and other expenses in support of Subsections b.(1) through b.(4).
- (4) Attend all Institute Meetings with partnering CCO and CBOs.
- (5) Attend all meetings reasonably required by OHA’s Health Promotion and Chronic Disease Program.
- (6) Comply with OHA’s Health Promotion and Chronic Disease Prevention Program Guidelines and Policies, located at: <https://apps.state.or.us/Forms/Served/me010-019.pdf>

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

- b. **Local Activities.** LPHA must focus efforts in cooperation with CCOs and CBOs on the activities described in Subsections (1) through (4) 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 LPHA, regional CCOs and CBOs to address chronic disease prevention, early detection and self-management.

- (1) **Participate in Institute Activities to create Sustainable Relationships for Community Health (SRCH) Institutes:** LPHA, including key person(s) from each team, 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 team members must participate in a series of facilitated discussions and receive technical assistance. Discussions and technical assistance will engage local leadership 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.

- (a) The SRCH Institutes will assist team members to co-design (1) local initiatives to improve cross-sector partnerships and (2) joint agreements with team member organizations to address the local burden related to prevention, early detection, and self-management.
  - (b) The SRCH Institutes will include up to four in-person two-day meetings during the funding period. Additionally, LPHAs must:
    - i. Conduct pre-work on the team’s needs, strengths, and goals for participation in the SRCH Institutes; and
    - ii. Engage in activities between Institute in-person meetings, including facilitated technical assistance calls/webinars, and individual coaching.
  - (c) The SRCH Institutes will support LPHAs, CCOs and CBOs 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. Team members will share outcomes and assist OHA with the dissemination of findings.
- (2) **Advance Health System Interventions:** During the SRCH Institutes, team members must 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:
- (a) Increase implementation of quality improvement processes in health systems.
  - (b) Increase electronic health records (EHR) utilization and the use of HIT to improve quality of care.
  - (c) Increase the institutionalization and monitoring of aggregated/standardized quality measures at the provider and systems level.
  - (d) Increase use of team-based care in health system, clinical, and community settings.
  - (e) 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.
- (3) **Promote Community-Clinical Linkages to Support Patient Self-Management:** During the SRCH Institutes, team members must 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 LPHAs, CCOs, CBOs and others. Team members will co-design self-management support strategies for those enrolled in the Oregon Health Plan that:
- (a) Increase access to Evidence-Based Interventions and Services, especially those delivered in community settings.
  - (b) Increase Closed-Loop Referrals and reimbursement for Evidence-Based Interventions and Services, especially those delivered in community settings.
  - (c) Increase use of traditional health workers in community and health care settings in support of self-management.

**(4) Development and Implementation of a Plan to Sustain Relationships for Community Health:**

- (a)** By the conclusion of the facilitated discussions and technical assistance offered during the SRCH Institutes, local team members must have co-created a plan and agreements that enhance collaboration, promote Community-Clinical Linkages and advance health system interventions.
- (b)** The plan and agreements must delineate roles and responsibilities; identify staffing and training needs; and ultimately create mechanisms to facilitate better care, better health, and lower cost. Each team’s plan and agreements must include specific strategies, actions, organizational/individual responsibilities and a timeline to:
  - i.** Improve the use of quality measures, EHR/HIT, and traditional health workers in team-based care, and;
  - ii.** Increase the use of Evidence-Based Interventions and Services through development or improvement of systems enabling Closed-Loop Referrals of appropriate patients and payments or reimbursement to organizations providing Evidence-Based Interventions and Services.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.** LPHA must 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. LPHA will also report and share experiences and promising practices with OHA and others.

**7. 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 will not be eligible to receive funding under this Program Element in the next state fiscal year.

**8. Program Evaluation.** LPHA must assist OHA with program evaluation throughout the duration of this Agreement, 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 this Agreement, and 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 team will be required to participate on a project evaluation advisory group.

**Program Element #10: Sexually Transmitted Diseases (STD) Client Services****OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

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

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources

and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program.”

- g. Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
  - h. Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
  - i. Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
  - j. Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
  - k. Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
  - l. STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
  - m. Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA’s delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.
- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):



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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
<b>Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.</b>	*						X		X			
<b>STD client services (screening, testing, treatment, prevention).</b>	*				X		X		X			
<b>Condom and lubricant distribution.</b>	*						X	X				

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient’s sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

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

a. **Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA's service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:
  - (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
  - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
    - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
    - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
  - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
    - i. All rectal gonorrhea Cases.
    - ii. All Cases among pregnant or pregnancy-capable individuals.
    - iii. All Cases among individuals co-infected with HIV.
  - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.

- (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
- (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
  - (b) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG>;
  - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
  - (d) Current “Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines,” which can be found at: <https://www.cdc.gov/std/treatment/>.
- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
  - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
  - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
  - (e) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
  - (f) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.
- b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**
- (1) Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
  - (2) Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
  - (3) Allowable budget expenses are:
    - (a) Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
    - (b) Travel (including mileage, lodging, per diem). Client transportation (e.g. taxi vouchers, gas cards) are an allowable expense provided the purpose is to facilitate STD testing, treatment, and other Case Investigation activities.
    - (c) Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
    - (d) Other allowable expenses including postage, software and other licenses (e.g. Accurint), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
    - (e) Indirect costs to a maximum allowable rate of 10%.
  - (4) Unallowable expenses include but are not limited to:
    - (a) Medications and screening/testing costs.
    - (b) Harm reduction supplies including syringes.
    - (c) Cash or gift card incentives (outside of taxi vouchers or gas cards as outlined in Section 4.b.(3)(b).
    - (d) Advertising or marketing.
    - (e) Purchase or maintenance of vehicles.

**5. General Revenue and Expense Reporting.**

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/ STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.

**7. Performance Measures.**

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
  - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
  - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
  - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
  - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
  - (5) Contacts should be tested/treated within 30 days before or after the index patient’s testing date.
- b. LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Oregon public health modernization process measures:
  - (1) Percent of gonorrhea Cases that had at least one Contact that received treatment.
  - (2) Percent of gonorrhea Case reports with complete priority fields. Priority fields include race, ethnicity, sex of sex partner, pregnancy status, and HIV status/date of last HIV test

**Attachment 1  
Required Core Variables**

<b>STD Core Variables</b>	<b>Chlamydia and Gonorrhea Cases—All</b>	<b>Priority Gonorrhea Cases:</b>	<b>Syphilis Cases—All</b>	<b>Priority Syphilis Cases</b>
Age*	✓	✓	✓	✓
Sex*	✓	✓	✓	✓
County*	✓	✓	✓	✓
Specimen collection date*	✓	✓	✓	✓
Diagnosing facility type	✓	✓	✓	✓
Anatomic site of infection*	✓	✓		
Race/ethnicity		✓		✓
Gender identity		✓		✓
Sexual orientation		✓		✓
Sex of sex partners		✓		✓
Pregnancy status		✓	✓	✓
HIV status		✓		✓
Treatment/Date of treatment		✓	✓	✓
Clinical signs/symptoms				✓
Substance use				✓
Incarceration history				✓
* Included on lab report				

HIV Core Variables	Orpheus Tab	Reported via ELR	Entered by OHA	Entered by LPHA
Stage	Home layout-Stage		✓	
Status	Home layout-Status		✓	
DOB/Age*	Home layout-Age	✓	✓	✓
Sex*	Home layout-SOGI	✓	✓	✓
Gender identity	Home layout-SOGI		✓	✓
Sexual orientation	Home layout-SOGI		✓	✓
Race/ethnicity	Home layout-REALD		✓	✓
Pregnancy status	Home layout-Pregnant		✓	✓
Housing at Dx	Home layout-Housing at Dx		✓	✓
Address*	Home layout	✓	✓	✓
Phone/email	Home layout		✓	✓
Diagnosing facility/Provider*	Home layout-Provider	✓	✓	✓
HARS ID HIV Diagnosis AIDS Diagnosis	Home layout		✓	
Specimen collection date*	Labs tab	✓	✓	✓
Clinical signs/symptoms	Clinical tab		✓	✓
Treatment/Date of treatment	Treatment tab		✓	✓
HIV risk history At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
Contacts	Contacts tab			✓
Outbreak Info	Epilinks tab		✓	
* Included on lab report				

**Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program****OHA Program Responsible for Program Element:**

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.<sup>1</sup>

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

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

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

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,<sup>3</sup> including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,<sup>4</sup> people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.<sup>5</sup>
- b. **Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>1</sup>



- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.<sup>6</sup> Historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>7</sup>
- m. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.<sup>8</sup>
- n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>9</sup>
- o. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

- p. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.
- q. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities’ public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

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

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

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

**Note:** Emergency preparedness crosses over all foundational programs.

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

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

- a. Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.
- b. Focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.<sup>2</sup>
- c. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

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

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

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA’s chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.

- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
  - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
  - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
  - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.<sup>10</sup>
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
  - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>10</sup>
    - (a) Prioritizing health equity as referenced in [Section 4b](#).
    - (b) Coordination with community-based organizations.
    - (c) Development or expansion of child-focused planning and partnerships.
    - (d) Engaging field/area office on aging.
    - (e) Engaging behavioral health partners and stakeholders.
  - (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
  - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>10</sup>
  - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and

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

- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.<sup>1</sup>
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
  - (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises.
    - (d) Community Education and Outreach and Partner Collaboration.
    - (e) Administrative and Fiscal activities.
  - (2) Activities should include or address health equity considerations as outlined in [Section 4b](#).
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- h. **24/7/365 Emergency Contact Capability.**
  - (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
    - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
    - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the

eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>2</sup>

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.<sup>2</sup>
  - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
  - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

**i. HAN**

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
  - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b) Complete appropriate HAN training for their role.
  - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
  - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.<sup>2</sup>
  - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
  - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.

- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.<sup>1</sup> The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
  - (2) Address health equity considerations as outlined in [Section 4b](#).
  - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
  - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
  - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
  - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
  - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
  - (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
    - (a) **Exercise:**

LPHA must:

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

**(b) Incident:**

During an incident LPHA must:

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

- (9) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>2</sup>
- (10) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>1</sup> the Public Health Accreditation Board<sup>9</sup>, and the National Incident Management System.<sup>7</sup> The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
  - (b) Identify and train appropriate LPHA staff<sup>11</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

**k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>7</sup>

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

- (1) LPHA must establish and maintain at a minimum the following plans:
- (a) Base Plan.
  - (b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>12</sup>
  - (c) Continuity of Operations Plan (COOP)<sup>10</sup>
  - (d) Communications and Information Plan.
- (2) All plans, annexes, and appendices must:
- (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
  - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
  - (c) Be functional and operational by June 30, 2023,<sup>10</sup>
  - (d) Comply with the NIMS,<sup>7</sup>
  - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
  - (f) Include health equity considerations as outlined in [Section 4b](#).



5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
  - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.<sup>1</sup>



## Attachment 2: Use of Funds

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

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

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

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

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\* A fillable template is available from a HSPR REC

**ATTACHMENT 3\***

**Incident/Exercise Summary Report**

<b>Notification</b>			
<i>Exercise: Due 30 Days Before Exercise</i>			
<i>Incident: Within 48 hours of notification of incident requiring a response</i>			
<b>Name of Exercise or Incident:</b>	<b>Name of Exercise or Incident and OERS number, if relevant</b>	<b>Date(s) of LPHA Play:</b>	<b>Dates of Play</b>
<b>Scope</b>	<b>Type of Exercise/Event:</b>	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise
		<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise
	<b>Participating Organizations:</b>	List all the names (if available) and agencies participating in your exercise	
	<b>Duration:</b>	How long will the exercise last? Or start/end time	<b>Location</b>
	<b>Objectives:</b>	List 1 to 3 SMART objectives	
<b>Primary Activities:</b>	List primary activities to be conducted with this incident or exercise		
<b>Design Team:</b>	List people who are participating in designing the exercise by name, agency		
<b>Point of Contact:</b>	Typically, the PHEP Coordinator's name	<b>LPHA or Tribe:</b>	<b>Agency Name</b>
<b>POC Email:</b>	Enter POC's email address	<b>Phone:</b>	<b>Phone</b>
<b>Capabilities Addressed</b>			
<b>BIOSURVEILLANCE</b> <input type="checkbox"/> 12: Public Health Laboratory Testing <input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation <b>COMMUNITY RESILIENCE</b> <input type="checkbox"/> 1: Community Preparedness <input type="checkbox"/> 2: Community Recovery <b>COUNTERMEASURES AND MITIGATION</b> <input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration <input type="checkbox"/> 9: Medical Materiel Management and Distribution <input type="checkbox"/> 11: Nonpharmaceutical Interventions <input type="checkbox"/> 14: Responder Safety and Health		<b>INCIDENT MANAGEMENT</b> <input type="checkbox"/> 3: Emergency Operations Coordination <b>INFORMATION MANAGEMENT</b> <input type="checkbox"/> 4: Emergency Public Information and Warning <input type="checkbox"/> 6: Information Sharing <b>SURGE MANAGEMENT</b> <input type="checkbox"/> 5: Fatality Management <input type="checkbox"/> 7: Mass Care <input type="checkbox"/> 10: Medical Surge <input type="checkbox"/> 15: Volunteer Management	
<b>After Action Report</b>			
<i>To be completed within 60 days of exercise or incident completion</i>			
<b>Strengths:</b>	What were the strengths identified during this exercise or incident?		
<b>Areas of Improvement:</b>	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.		

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

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**Program Element #13: Tobacco Prevention Education Program (TPEP)****OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, activities are in the following areas:
  - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
    - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
    - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
  - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
  - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
  - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
  - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
  - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

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

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

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

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

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



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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Facilitation of Community Partnerships</b>		*		X		X	X	X	X	X	X	
<b>Creating Tobacco-free Environments</b>		*		X		X	X	X	X	X	X	
<b>Countering Pro-Tobacco Influences</b>		*				X	X	X	X	X	X	
<b>Promoting Quitting Among Adults and Youth</b>		X		*		X	X	X	X	X	X	
<b>Enforcement</b>		*	X			X	X	X	X	X	X	
<b>Reducing the Burden of Tobacco-Related Chronic Disease</b>		*		X		X	X	X	X	X	X	

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Adults who smoke cigarettes

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Percent of community members reached by local (tobacco retail/smoke free) policies

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

- a.** Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must

implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.

- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, direct cessation delivery, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. 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 and local program budget on file at OHA, the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

**7. Performance Measures.**

- a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

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

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

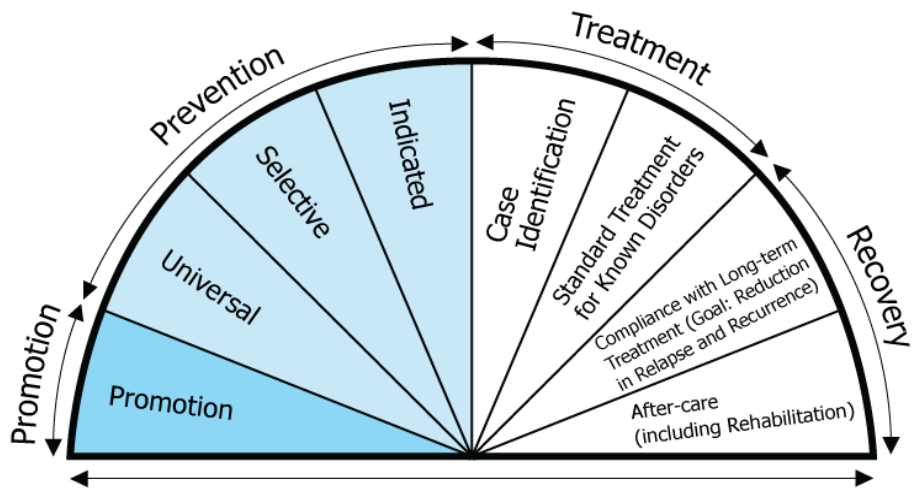
**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

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

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



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

- a. Information Dissemination;
- b. Prevention Education;
- c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- d. Community Based Processes;
- e. Environmental/Social Policy; and
- f. Problem Identification and Referral.

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

**2. Definitions Specific to Alcohol and Drug Prevention and Education Program (ADPEP)**

Not applicable

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

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

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

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

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

LPHA must:

- a. Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Program Element.
- b. Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:
- (1) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
  - (2) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
  - (3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
  - (4) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
  - (5) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);
  - (6) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).
- c. Use funds for this Program in accordance with its approved Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA. (The LPHA shall submit the local budget for approval by OHA within a timeframe designated by OHA.)
- (1) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
  - (2) Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content

is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

- d. Coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- e. Participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. LPHA must report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA’s OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).
- b. LPHA must submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

**7. Performance Measures.**

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

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

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

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

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

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

**A. General (“WIC”) Services**

- 1. Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- 2. Definitions Specific to WIC Services**
  - a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
  - b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
  - c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
  - d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
  - e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

- f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.
- g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as “eWIC”.
- j. **Health Services:** Ongoing, routine pediatric, women’s health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.
- k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual’s personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- o. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.
- p. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.
- q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- r. **TWIST:** The WIC Information System Tracker which is OHA’s statewide automated management information system used by state and local agencies for:
  - (1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;



- (2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;
- (3) Compilation and analysis of WIC Services data including Participant and vendor information; and
- (4) Oversight and assurance of WIC Services integrity.
- s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.
- t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA, and located at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>.

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

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

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

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

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

- (1) Two-year-old vaccination rates
- (2) Adults who smoke cigarettes
- (3) Dental visits among children 0-5 years
- (4) Well Child Visits

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

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

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

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

**b. Staffing Requirements and Staff Qualifications— Nutritionist.**

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

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

**c. General WIC Services Requirements.**

- (1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.
- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves

the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.
- (9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. These reports must be submitted to OHA each quarter on the following schedule:

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

- 6. Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:
- a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
  - b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
  - c. Biannual payroll verification forms, completed in January and July, for all staff, funded in whole or in part, by funds provided under this Agreement.
  - d. Annual WIC budget projection for the following state fiscal year.
  - e. Nutrition Services Plan.

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

**B. Farm Direct Nutrition Program (FDNP) Services.**

1. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive checks that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.
2. **Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:
  - a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
  - b. **Farmers Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
  - c. **Farmers Market Season or Season:** June 1 – November 30.
  - d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
  - e. **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
  - f. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
  - g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants 4 months of age or older and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.
3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
  - a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
  - b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
    - (1) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipients. 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.

- (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with 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 Policy 1100 3.0 ‘Participant Orientation’ in the WIC Manual.
- (3) **Security:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.
- (4) **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 must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
- (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA’s WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual
- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

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

### C. Breastfeeding Peer Counseling (BFPC) Services

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

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

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by 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.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer

Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.

- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
  - e. **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 Participants and Breastfeeding Participants who are participating in the BFPC program.
  - f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
3. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.**
    - (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
    - (2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.
  - b. **General BFPC Service Requirements**
    - (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
    - (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
    - (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
    - (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
    - (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
    - (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.

- (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
- (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

**4. Performance Measures:**

- a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.
- b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

**5. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

- a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual



**Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services****OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention &amp; Health Promotion/Maternal and Child Health Section

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

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

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services; and
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).

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

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

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

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- c. **OMC Services:** 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 include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

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

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

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

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not Applicable

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) **MCAH Title V CAH (PE42-07, PE42-08):**

- a. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
- b. Title V funds shall not be used as match for any federal funding source.
- c. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.
- d. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
- e. Charges imposed for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.

- (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).

- (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).
- (d) **MCAH Oregon Mother’s Care Title V (PE42-09, PE42-10):** Funds must be used for implementing OMC.
  - a. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
  - b. Title V funds shall not be used as match for any federal funding source.
  - c. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.
  - d. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
  - e. Charges imposed for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
- (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
- (f) **MCAH Family Connects Oregon General Funds (PE42-14 Home Visiting):** Funds are limited to expenditures for Family Connects Oregon Home Visiting Services.
  - a. LPHA must submit a local program budget for OHA approval on a format and schedule to be determined by OHA
  - b. Expenditures must be in accordance with the approved local program budget, modifications to the budget may only be made with OHA written approval.

- b. Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
  - (2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
    - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
    - (b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;
    - (c) Plan to measure progress and outcomes of the Title V funded activities;
    - (d) Prior year use of Title V funds; and
    - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
  - (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:
    - (a) Oregon's current Title V MCH Block Grant Application including:
    - (b) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
    - (c) Oregon's evidence-based/informed Title V strategies and measures
    - (d) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).
- c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.**
- (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
    - (a) Title V MCH Block Grant Services as described above.
    - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
    - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.

- (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
  - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- d. **OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
  - (2) LPHA must follow the OMC Protocols, as described in OHA’s Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
  - (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
  - (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:
    - (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
    - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
  - (5) LPHA must make available OMC Services to all pregnant 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 is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.

- (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
  - (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
    - (a) Babies First!
      - a. LPHA must designate a staff member as its Babies First! Supervisor.
      - b. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
      - c. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
      - d. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
    - (b) Family Connects Oregon: LPHA must designate a staff member as its Family Connects Oregon Nursing Supervisor. If Family Connect Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
    - (c) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.
  - (2) Activities and Services
    - (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
    - (b) Family Connects Oregon: Services must be delivered in accordance with OARs 333-006-0000 through 333-006-0170 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.

- (c) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.
- (3) Nursing Practice. All PHNs working in the Babies First!, Family Connects Oregon, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.
- (5) Newborn Nurse Home Visiting Medical Services: If the LPHA, as a provider of Medicaid services, chooses to bill for Newborn Nurse Home Visiting Medical Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
- (6) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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



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

Title V Block Grant Services

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

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

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

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

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

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

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

**7. Performance Measures.**

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

**Program Element #44: School-Based Health Centers (SBHC)****OHA Program Responsible for Program Element:**

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

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

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2019 Oregon Healthy Teens Survey, approximately 66% of 11<sup>th</sup> graders and 63% of 8<sup>th</sup> graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

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

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

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

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

**SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

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

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

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

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Communicable Disease Control – Gonorrhea rates; and  
 Access to Clinical Preventive Services – Effective Contraceptive Use.

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

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

- a. Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. All SBHC Services must be delivered in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c. The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in strategic planning for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive either of the following SBHC Planning Grants:

**(1) Strategic Planning**

- (a) LPHA must 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 before the end of the 2021-2023 Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified by June 30, 2023 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.

**(2) Advanced Phase Strategic Planning**

- (a) LPHA must 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 within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award 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.

- g.** This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Mental Health Expansion Grants.
- (1)** Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:
    - (a)** 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
    - (b)** Supporting mental health projects (as defined by grant proposal) within the SBHC system
  - (2)** LPHA must provide services that are culturally and linguistically appropriate to their target population
- h.** This Section 4.h. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for School-Linked Telehealth Projects. The following terms and conditions apply if the OHA selects a LPHA to receive a School-Linked Telehealth Project Grant:
- (1)** SBHC must be the distant site (where the provider is located) that provides telehealth in conjunction with a school nurse at the originating site (where the patient is receiving the telehealth service) as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
  - (2)** Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
    - (a)** Supporting staffing, purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
    - (b)** Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
  - (3)** LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the SPO.
  - (4) Reporting**
    - (a)** LPHA must submit a workplan providing an overview of planning and implementation activities and a tentative timeline for their completion no later than June 1, 2022.
    - (b)** LPHA must submit results of planning activities, youth engagement, resource mapping and process developments on an ongoing basis but no later than May 1, 2023.
    - (c)** LPHA must submit a final report no later than May 1, 2023. SPO will provide additional reporting guidance in early Spring 2023.
- i.** This Section 4.i. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these funding opportunities become available.
- (1)** If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.

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

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

**7. Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30).

**Program Element #50: Safe Drinking Water Program****OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Protection/Environmental Public Health Section

**1. Description.**

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

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

a. Funds provided under this Agreement are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners” to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within Partners’ jurisdiction. None of the LPHAs perform work on behalf of the Department of Agriculture, nor does the Department of Agriculture perform work on behalf of the LPHAs. The Partners’ activities and deliverables, therefore, described in this Program Element are obligations solely of the LPHA. The use of “Partners” herein is meant to state that the Oregon Department of Agriculture also performs similar work for DWS, but does so under separate arrangements.

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

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

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

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

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

## 2. Definitions Specific to Safe Drinking Water Program

- a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.
- c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-EPA WATER SYSTEM:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.



- k. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- l. **OHA:** Oregon Health Authority
- m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.
- n. **PRIORITY DEFICIENCIES:** Deficiencies identified during water system sanitary survey that have a direct threat pathway to contamination or inability to verify adequate treatment. Deficiencies include:
  - Well: Sanitary seal or casing not watertight
  - Well: No screen on existing well vent
  - Spring: No screen on overflow
  - Spring: Spring box not impervious durable material
  - Spring: Access hatch / entry not watertight
  - Storage: No screened vent
  - Storage: Roof and access hatch not watertight
  - Storage: No flap valve, screen, or equivalent on overflow
  - Treatment (UV): No intensity sensor with alarm or shut-off
- o. **PRIORITY NON-COMPLIER (PNC):** Water systems with system scores of 11 points or more.
- p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) 333-061.
- s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
- t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.
- u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.
- v. **USEPA or EPA:** United States Environmental Protection Agency.
- w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water

quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

- x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

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

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

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

Program Components	Foundational Program					Foundational Capabilities					
Enforcement Action Tracking and Follow-up	X		*			X					
Resolution of Monitoring and Reporting Violations	X		*			X					
Inventory and Documentation of New Water Systems	X		*			X					

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

Percent of Community Water Systems that meet health-based standards

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measures:

- (1) **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required.
- (2) **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- (3) **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

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

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

b. **Required Services:**

- (1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
- (3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS’s Data On-line website. Access via computer to DWS’s Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS’s SDWIS computer database inventory records of public water systems to keep DWS’s records current.

- (4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: Partners must investigate all water quality alerts for detections of regulated contaminants at community, NTNC, TNC, and non-EPA water systems.
  - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.
  - (b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.
- (6) Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Investigation form and must submit it to DWS within 30 days of the triggered investigation date.
- (7) Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS, and conduct a survey of each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.
- (8) Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are priority non-compliers (PNCs) as follows:
  - (a) Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
  - (b) If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
  - (c) If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

- (9) Level 1 Coliform Investigation Review: After a Level 1 investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.
- (10) Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).
- (a) After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
  - (b) If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.
  - (c) For priority deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on an approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If priority deficiencies are not corrected by the specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.
- (11) Enforcement Action Tracking and Follow-up: For both EPA and non-EPA systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.
- (12) Resolution of Monitoring and Reporting Violations:
- (a) Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, system score, and violation severity.
  - (b) Partners must contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
  - (c) Partners must submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.
- (13) Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.

**(14) Summary of Required Services Based on Water System Type**

	CWS	NTNC	TNC	Non-EPA
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	X*
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X*
Resolution of Monitoring and Reporting Violations	X	X	X	
Inventory and Documentation of New Water Systems	X	X	X	X

\*E.coli only

**c. Staffing Requirements and Qualifications.**

- (1) Partners must develop and maintain staff expertise necessary to carry out the services described herein.
- (2) Partner staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- (3) Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

**5. General Revenue and Expense Reporting.** Partners must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
- (1) Maintain accurate and current public water system inventory information.
  - (2) Support formal enforcement actions.
  - (3) Describe current regulatory status of water systems.
  - (4) Guide and plan program activities.
- b. Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
- (1) Water system surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
  - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
  - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
  - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business day of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
  - (5) Field and office contacts in response to water quality alerts: for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; for all other water quality alerts, must submit to DWS within 6 business days of alert.
  - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
  - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
  - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
  - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.
- c. DWS Audits.** Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

**7. Performance Measures.** Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Percent of Community Water Systems that meet health-based standards.

DWS will also use these three performance measures to evaluate Partners' performance as follows:

- a. Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.

- b. **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
  - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
8. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. In support of local program services, DWS agrees to provide the following services to Partners:
- a. Distribute drinking water program and technical information on a monthly basis to Partners.
  - b. Sponsor at least one annual 8-hour workshop for Partner drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - d. Provide Partners with the following information:
    - (1) Immediate Email Notification: Alert data, plan review correspondence
    - (2) Monthly Email Notification: Violations, system scores, PNCs  
Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
    - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
  - e. Support electronic communications and data transfer between DWS and Partner to reduce time delays, mailing costs, and generation of hard copy reports.
  - f. Maintain sufficient technical staff capacity to assist Partner staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partner staff.
  - g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
  - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
  - i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333 Division 61.



**Program Element #51: Public Health Modernization****OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

**Section 1: LPHA Leadership, Governance and Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

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

**2. Definitions Specific to Public Health Modernization**

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.

- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

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

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

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component					X = Foundational Capabilities that align with each component							
X = Other applicable Foundational Programs												
<b>Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)</b>	*		X			X	X	X	X	X	X	X

Program Components	Foundational Program					Foundational Capabilities						
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	*		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	*		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	*					X	X	X	X			X

**b. Public Health Accountability Outcome Metrics:**

The 2019-2021 Public Health Accountability Metrics adopted by the Public Health Advisory Board for communicable disease control and environmental health are:

- Two-year old immunization rates
- Gonorrhea rates
- Active transportation
- Drinking water health-based standards

LPHA is not required to select these metrics as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

The 2019-21 Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need. The following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program

- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields
- Local public health authority participation in leadership or planning initiatives related to active transportation, parks and recreation, or land use
- Percent of water systems surveys completed
- Percent of water quality alert responses
- Percent of priority non-compliers resolved

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

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority’s and the public health system’s goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation**

Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

**Requirements that apply to Section 2: Regional Public Health Service Delivery**

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

**Requirements that apply to Section 3: COVID-19 Public Health Workforce**

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

**5. General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- c. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- d. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- e. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.

**7. Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

**Attachment 1**

**Appendix A**

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

**Programmatic goals and work plan requirements**

- Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.
- LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.
  - LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.
- Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.
- LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable)
- Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.
- LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable)
- Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.
- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.

**LPHA Requirements for increasing Capacity for Foundational Capabilities**

- Leadership and Organizational Competencies
- LPHA will participate in public health modernization learning collaboratives.
  - LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.
- Health Equity and Cultural Responsiveness
- LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)
- Assessment and Epidemiology
- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

### Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

### Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

**Program Element # 62 Overdose Prevention****OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to, implement strategies that prevent opioid overuse, misuse, substance use disorder, overdose, and opioid-related harms. Funds are designed to serve counties or regions with a high burden of drug opioid overdose deaths and hospitalizations. Funds should complement other opioid initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

Recipients are expected to collaborate with multi-disciplinary stakeholders to develop, plan and implement an overdose emergency response plan and collaborate with other opioid related projects within the county that address the community's challenges related to drug overdose deaths

2. **Program Components to be funded for this Program Element are:**

- a. Convene or strengthen a county and/or regional multisector stakeholder coordinating body to assist with strategic planning and implementation of substance use disorder prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, persons with lived experiences, and representatives of diverse populations.
- b. Develop, plan and implement an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, harm reduction partners, and others). Assess and update response plans throughout the grant period.
- c. Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
- d. Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.
- e. Support Providers and Health Systems – Support clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).
- f. Partner with Public Safety and First Responders – Support data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.
- g. Empower individuals to make safer choices – Disseminate awareness and educational materials informed by media campaigns, translational research for public consumption, and appropriate messaging and resources to communities.

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



**3. Definitions Specific to this PE –**

Not Applicable

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
<b>Establish Linkages to Care</b>		*				X	X	X	X	X	X	X
<b>Support Providers and Health Systems</b>		*				X	X	X	X	X	X	X
<b>Partner with Public Safety and First Responders</b>		*				X	X	X	X	X	X	X
<b>Empower Individuals to make safer choices</b>		*				X	X	X	X	X	X	X

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**  
 Lower the opioid mortality rate per 100,000 population

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**  
 Not Applicable

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

LPHA must:

- a. Submit local program work plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program work plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.
- e. Provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.
- f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
- h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

**6. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**7. Reporting Requirements.**

- a. LPHA must have on file with OHA an approved Work Plan no later than November 1<sup>st</sup> of each year. LPHA must implement Overdose Prevention activities in accordance with its approved Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly Progress Reports.
- c. In addition to Section 6, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.
- d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.

**8. Performance Measures.**

- a. LPHA must operate the Overdose Prevention Program described in its local Work Plan and in a manner designed to make progress toward achieving the following Public Health Accountability Metric -- Prescription opioid mortality rate per 100,000 population.
- b. If LPHA completes fewer than 75% of planned activities in the description above, 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.

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

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

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

**FINANCIAL ASSISTANCE AWARD (FY23)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Friday, July 1, 2022	<b>This Action</b> Award
	<b>3) Award Period</b> From July 1, 2022 through June 30, 2023	

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$0.00	\$27,826.00	\$27,826.00
PE04-02	Community Chronic Disease Prevention	\$0.00	\$2,500.00	\$2,500.00
PE10-02	Sexually Transmitted Disease (STD)	\$0.00	\$52,904.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$70,132.00	\$70,132.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$125,254.00	\$125,254.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$0.00	\$131,219.41	\$131,219.41
PE40-01	WIC NSA: July - September	\$0.00	\$52,386.00	\$52,386.00
PE40-02	WIC NSA: October - June	\$0.00	\$157,160.00	\$157,160.00
PE40-05	Farmer's Market	\$0.00	\$2,304.00	\$2,304.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$2,121.00	\$2,121.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$6,778.00	\$6,778.00
PE42-06	MCAH General Funds & Title XIX	\$0.00	\$3,978.00	\$3,978.00
PE42-11	MCAH Title V	\$0.00	\$20,826.00	\$20,826.00
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$13,263.00	\$13,263.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE42-14	Home Visiting	\$0.00	\$50,000.00	\$50,000.00
PE44-01	SBHC Base	\$0.00	\$60,000.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$106,760.00	\$106,760.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$0.00	\$38,124.00	\$38,124.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$159,632.00	\$159,632.00
PE51-03	ARPA WF Funding	\$0.00	\$50,315.00	\$50,315.00
PE62	Overdose Prevention-Counties	\$0.00	\$18,680.00	\$18,680.00
		\$0.00	\$1,152,162.41	\$1,152,162.41

<b>5) Foot Notes:</b>	
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%

<b>6) Comments:</b>	
PE04-02	5/2022: Award is for 7/1/22-9/30/22. Additional funding is expected to be awarded in the future.
PE40-01	5/2022: SFY23 award; require spend on \$10477 Nutrition Ed, \$1351 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$31432 on Nutrition Ed, \$4053 on BF Promotion
PE40-05	5/2022:SFY2023 WIC FDNP mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE62	5/2022: FY23 funds available 7/1/22 - 8/31/22 only.

<b>7) Capital outlay Requested in this action:</b>				
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.				
<b>Program</b>	<b>Item Description</b>	<b>Cost</b>	<b>PROG APPROV</b>	

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT											
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.oh.state.or.us											
Agency: [Enter your agency name]											
Program: [Enter the Program Element Number / Sub Element and Title]											
Fiscal Year: July 1, [start year] to June 30, [end year]											
BREAKDOWN BY FISCAL YEAR QUARTER											
REVENUE	Q1: Jul, Aug, Sep			Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
<b>A. PROGRAM INCOME/REVENUE</b>	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	
1. Revenue from Fees											\$ -
2. Donations											\$ -
3. 3rd Party Insurance											\$ -
4. Other Program Revenue											\$ -
<b>TOTAL PROGRAM INCOME</b>		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
5. Other Local Funds (Identify)											\$ -
5a.											\$ -
5b.											\$ -
6. Medicaid/OHP											\$ -
7. Volunteer and In-Kind (estimate value)											\$ -
8. Other (Specify)											\$ -
9. Other (Specify)											\$ -
10. Other (Specify)											\$ -
<b>TOTAL REVENUE</b>	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date		
<b>B. EXPENDITURES</b>	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	
1. Personal Services (Salaries and Benefits)											\$ - \$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts											\$ - \$ -
2b. Travel & Training											\$ - \$ -
2c. General Supplies											\$ - \$ -
2d. Medical Supplies											\$ - \$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay											\$ - \$ -
4. Indirect Cost (\$)											\$ - \$ -
4a. Indirect Rate ( _____%)											
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income											\$ -
<b>TOTAL REIMBURSABLE EXPENDITURES</b>		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Check Box if amounts have been revised since report previously submitted											
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>											
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.											
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**											
C. CATEGORY	Q1: Jul, Aug, Sep			Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services											\$ -
2. Nutrition Services											\$ -
3. Breastfeeding Promotion											\$ -
4. General Administration											\$ -
<b>TOTAL WIC PROGRAM</b>	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
D. CERTIFICATE											
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)											
PREPARED BY			PHONE			AUTHORIZED AGENT SIGNATURE			DATE		

**TITLE OF FORM:** OHA Public Health Division Expenditure and Revenue Report  
**FORM NUMBER:** 23-152 (Instructions)

<b>WHO MUST COMPLETE THE FORM 23-152:</b>	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.
<b>WHERE TO SUBMIT REPORT:</b>	<a href="mailto:OHA-PHD.ExpendRevReport@dhsosha.state.or.us">OHA-PHD.ExpendRevReport@dhsosha.state.or.us</a>
<b>WHEN TO SUBMIT:</b>	Reports for grants are due <b>30 days</b> following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. <b>Any</b> expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
<b>REPORT REVISIONS:</b>	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
<b>WHAT TO SUBMIT:</b>	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

**INSTRUCTIONS FOR COMPLETING THE FORM**

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

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

**OHA/PHD:** Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title,** and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

<b>A. REVENUE</b>	<b>Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.</b>
<b>Program Revenue</b>	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
<b>TOTAL PROGRAM INCOME</b>	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Non-OHA/PHD Revenue</b>	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
<b>TOTAL REVENUE</b>	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Fiscal Year To Date</b>	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
<b>B. EXPENDITURES</b>	<b>Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.</b>
<b>Non-OHA/PHD Expenditures</b>	Program expenditures not reimbursed by the OHA Public Health Division.
<b>OHA/PHD Expenditures</b>	Reimbursable expenditures less program income.
<b>Line 1. Personal Services</b>	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
<b>Line 2. Services and Supplies (Total)</b>	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
<b>Line 2a. Professional Services/Contracts</b>	Report contract and other professional services expenditures for each quarter.
<b>Line 2b. Travel &amp; Training</b>	Report travel and training expenditures for each quarter.



<b>Line 2c. General Supplies</b>	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
<b>Line 2d. Medical Supplies</b>	Report expenditures for medical supplies for each quarter.
<b>Line 2e. Other</b>	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the ‘Other S&S Expenditures’ Form by entering the type and amount of other services and supplies expenses.
<b>Line 3. Capital Outlay</b>	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>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).</i>
<b>Line 4. Indirect Cost (\$)</b>	Report indirect costs for each quarter.
<b>Line 4a. Indirect Rate (%)</b>	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter “N/A”.
<b>TOTAL EXPENDITURES</b>	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Less Total Program Income</b>	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
<b>TOTAL REIMBURSABLE EXPENDITURES</b>	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
<b>Fiscal Year To Date</b>	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
<b>C. WIC PROGRAM ONLY</b>	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
<b>WIC GENERAL LEDGER REPORTING</b>	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
<b>TOTAL WIC PROGRAM</b>	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
<b>Fiscal Year to Date</b>	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
<b>D. CERTIFICATE</b>	Certify the report.
<b>Prepared By</b>	Enter the name and phone number of the person preparing the report.
<b>Authorized Agent Signature</b>	Obtain the signature, name and date of the authorized agent.
<b>Where to Submit Report</b>	Email the report to the Email To: address indicated on the form.
<b>REIMBURSEMENT FROM THE STATE</b>	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
<b>WHEN A BUDGET REVISION IS REQUIRED</b>	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: <ul style="list-style-type: none"> <li>● If a transfer would result in or reflect a significant change in the character or scope of the program.</li> <li>● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.</li> </ul>

## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

### 1. **Format and Abbreviations in Financial Assistance Award**

The Financial Assistance Award consists of the following Items and Columns:

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

this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

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

- e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 “Program”** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
  - (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
  - (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
  - (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
- a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
- b. LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:
- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
  - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
  - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
  - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
  - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
  - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
  - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
  - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
  - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
- c. LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.
- d. OHA Responsibilities.** OHA shall:
- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
  - (2) Provide technical assistance to LPHAs.

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

## 2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
    - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
    - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
  - b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.
3. OHA intends to request reimbursement from FEMA for all allowable costs, and Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

**EXHIBIT E**  
**GENERAL TERMS AND CONDITIONS**

**1. Disbursement and Recovery of Financial Assistance.**

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

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

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

**(2) Recovery of Underexpenditure or Overexpenditure.**

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

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

**(3) Recovery of Misexpenditure.**

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

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

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future



payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether 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 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

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

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

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

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

**d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.**

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

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

- 4. Subcontractor Monitoring.** In accordance with 2 CFR §200.332, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts.
- 5. Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
  - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
  - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
  - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

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

- 6. Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are :

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs

as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

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

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

- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
- a.** For purposes of this section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network
  - (2) Personal Computer
  - (3) Printer/Plotter
  - (4) Server
  - (5) Storage
  - (6) Software
- b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
- (1) description of the Equipment;
  - (2) serial number;
  - (3) where Equipment was purchased;
  - (4) acquisition cost and date; and
  - (5) location, use and condition of the Equipment
- 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 Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.



**EXHIBIT F**  
**STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

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

    - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA’s charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

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

b. OHA represents and warrants as follows:

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

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

## 5. Ownership of Intellectual Property.

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

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

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

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

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

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.
8. **Termination.**
- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
    - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
    - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
    - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
    - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
  - b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
    - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
    - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
    - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

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

## 9. Effect of Termination

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

necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
  - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
  - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24 hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
  - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement

Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in

this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Room 350  
Salem, OR 97301  
Telephone: 503-945-5818 Facsimile: 503-373-7889

**COUNTY:** Crook County  
Katie Plumb  
375 Beaver Street, Suite 100  
Prineville, Oregon 97754-1802  
Telephone: (541) 416-1980  
Email: Kplumb@co.crook.or.us

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



22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

## EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

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

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

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

shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i)

through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

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

**14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services  
Office of the Inspector General  
Attn: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Ave, SW  
Cohen Building, Room 5527  
Washington, DR 20201

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

15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
16. **FEMA.** This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement..

**EXHIBIT H**  
**REQUIRED SUBCONTRACT PROVISIONS**

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Subcontractor may not expend on the delivery of \_\_\_\_\_ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
  - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
  
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
  - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such



policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client’s reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client’s language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

**4. Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 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 Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

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

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

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

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

**8. Required Subcontractor Insurance Language.**

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

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

**EXHIBIT I  
SUBCONTRACTOR INSURANCE REQUIREMENTS**

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

**TYPES AND AMOUNTS.**

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

2. **PROFESSIONAL LIABILITY**

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

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

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

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

**3. COMMERCIAL GENERAL LIABILITY**

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

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

**Bodily Injury, Death and Property Damage:**

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

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

**4. AUTOMOBILE LIABILITY INSURANCE**

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

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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

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

<b>PE04-02 Community Chronic Disease Prevention</b>	
Federal Award Identification Number:	NU58DP006542
Federal Award Date:	5/13/2021
Budget Performance Period:	06/30/2021-06/29/2022
Awarding Agency:	CDC
CFDA Number:	93.426
CFDA Name:	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Total Federal Award:	2,071,748
Project Description:	Oregon's Application for Diabetes and Heart Disease and Stroke Prevention Programs - Improving the Health of Americans through Prevention and Management
Awarding Official:	Paris Brookins
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	52077
Index:	50341

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$2,500.00	\$2,500.00

<b>PE10-02 Sexually Transmitted Disease (STD)</b>		
Federal Award Identification Number:	State Funds	NH25PS005149
Federal Award Date:		12/16/2020
Budget Performance Period:		01/01/2019-12/31/2023
Awarding Agency:		CDC
CFDA Number:		93.977
CFDA Name:		Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:		2,975,291
Project Description:		STD Prevention & Control
Awarding Official:		Cassandra Davis
Indirect Cost Rate:		17.64%
Research and Development (T/F):	FALSE	FALSE
PCA:	TBD	53195
Index:	50403	50403

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$26,452.00	\$26,452.00	\$52,904.00

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	4/26/21
Budget Performance Period:	07/01/2021-06/30/2022
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	9,204,812
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50407

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$70,132.00	\$70,132.00

**PE36 Alcohol & Drug Prevention Education Program (ADPEP)**

Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TI083472
Federal Award Date:				4/22/2021
Budget Performance Period:				10/01/2020-09/30/2022
Awarding Agency:				SAMHSA
CFDA Number:				93.959
CFDA Name:				Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:				5,145,076
Project Description:				Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Jessica Hartman
Indirect Cost Rate:				17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
PCA:	52613	52617	52784	52514
Index:	50341	50341	50341	50341

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$288.68	\$2,886.83	\$4,684.53	\$123,359.37	\$131,219.41

PE40-01 WIC NSA: July - September			
Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	06/04/2022	06/04/2022	06/04/2022
Budget Performance Period:	10/01/2021-09/30/2022	10/01/2021-09/30/2022	10/01/2021-09/30/2022
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$26,840,681	\$26,840,681	\$26,840,681
Project Description:	WIC Admin	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	52255	52257	52256
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$40,558.00	\$10,477.00	\$1,351.00	\$52,386.00

PE40-02 WIC NSA: October - June			
Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	06/04/2022	06/04/2022	06/04/2022
Budget Performance Period:	10/01/2022-09/30/2023	10/01/2022-09/30/2023	10/01/2022-09/30/2023
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$30,000,000	\$30,000,000	\$30,000,000
Project Description:	Supplemental Nutrition Program (WIC) Admin	Supplemental Nutrition Program (WIC) Nutrition Ed	Supplemental Nutrition Program (WIC) BF Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.56%	17.56%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	52255	52257	52256
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$121,675.00	\$31,432.00	\$4,053.00	\$157,160.00



<b>PE42-03 MCAH Perinatal General Funds &amp; Title XIX</b>	
Federal Award Identification Number:	06-0305OR5048
Federal Award Date:	9/26/2021
Budget Performance Period:	10/01/2021-9/30/2022
Awarding Agency:	Medicaid XIX
CFDA Number:	93.778
CFDA Name:	Medical Assistance Program
Total Federal Award:	N/A
Project Description:	N/A
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	52425
Index:	50336

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$2,121.00	\$2,121.00

<b>PE42-06 MCAH General Funds &amp; Title XIX</b>	
Federal Award Identification Number:	06-0305OR5048
Federal Award Date:	9/26/2021
Budget Performance Period:	10/01/2021-9/30/2022
Awarding Agency:	Medicaid XIX
CFDA Number:	93.778
CFDA Name:	Medical Assistance Program
Total Federal Award:	N/A
Project Description:	N/A
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	52419
Index:	50336

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$3,978.00	\$3,978.00

<b>PE42-11 MCAH Title V</b>	
Federal Award Identification Number:	B0445239
Federal Award Date:	12/15/2021
Budget Performance Period:	10/01/2021 - 09/30/2023
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	2,375,247.00
Project Description:	Maternal and Child Health Services
Awarding Official:	Kate Marcell
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50336

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$20,826.00	\$20,826.00

<b>PE42-12 MCAH Oregon Mothers Care Title V</b>	
Federal Award Identification Number:	B0445239
Federal Award Date:	12/15/2021
Budget Performance Period:	10/01/2021-09/30/2023
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	2,375,247.00
Project Description:	Maternal and Child Health Services
Awarding Official:	Kate Marcell
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50336

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$13,263.00	\$13,263.00

PE50 Safe Drinking Water (SDW) Program (Vendors)					
Federal Award Identification Number:	State Funds	State Funds	00031222	00031222	98009021
Federal Award Date:	01/01/1900	01/01/1900	12/10/2021	12/10/2021	9/29/2021
Budget Performance Period:			10/01/2021-09/30/2022	10/01/2021-09/30/2023	10/01/2021-09/30/2024
Awarding Agency:			EPA	EPA	EPA
CFDA Number:			66.432	66.432	66.468
CFDA Name:			State Public Water System Supervision	State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			2,454,666	2,454,666	17,368,800
Project Description:			OHA State Public Water System Supervision (PWSS)	OHA State Public Water System Supervision (PWSS)	Oregon FFY 2021 DWSRF Capitalization Grant
Awarding Official:			Neverley Wake	Neverley Wake	Richard Green
Indirect Cost Rate:			17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
PCA:	51283	51058	51320	TBD	51865
Index:	50204	50204	50204	50204	50204

Agency	DUNS No.	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$11,438.00	\$3,812.00	\$2,859.00	\$8,578.00	\$11,437.00	\$38,124.00

PE51-03 ARPA WF Funding	
Federal Award Identification Number:	NU90TP922194
Federal Award Date:	9/29/2021
Budget Performance Period:	07/01/2021-06/30/2023
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	50272
Index:	50107

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$50,315.00	\$50,315.00

PE62 Overdose Prevention-Counties		
Federal Award Identification Number:	H79TI083316	NU17CE925018
Federal Award Date:	8/9/2021	10/29/2021
Budget Performance Period:	9/30/2021-9/29/2022	09/01/2021-08/31/2022
Awarding Agency:	SAMHSA	CDC
CDFA Number:	93.788	93.136
CFDFA Name:	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	15,301,349	2,894,318
Project Description:	Oregon SOR 2020 Grant	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Laurasona Leigh	Ms. Tawanda Asamaowei
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
PCA:	82334	52293
Index:	87850	50339

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$18,680.00	\$0.00	\$18,680.00

## BILL OF SALE FOR PERSONAL PROPERTY

This BILL OF SALE FOR PROPERTY (this “Bill of Sale”), effective as of the date last written below, between the City of Prineville, an Oregon municipal corporation (“City”), and Crook County, a subdivision of the State of Oregon (“County”). Each City and County shall be known as “Party” and together “Parties.” Warpaint and Maverick shall be collectively referred to as “Property.”

### AGREEMENT

The Parties agree as follows:

1. City hereby grants, bargains, sells, transfers, and delivers to the County all of City’s right, title, and interest in the statue known as “Warpaint” located within the City of Prineville Plaza West of City Hall.
2. County hereby grants, bargains, sells, transfers, and delivers to the City all of County’s right, title, and interest in the statue known as “Maverick” located within the Tom McCall Roundabout.
3. City represents and warrants to County that City is the sole owner of Warpaint, that the City has good title to Warpaint, and that Warpaint is free and clear of all liens, security interests, options, and encumbrances.
4. County represents and warrants to City that County is the sole owner of Maverick, that the County has good title to Maverick, and that Maverick is free and clear of all liens, security interests, options, and encumbrances.
5. The sale, transfer, and conveyance of both Warpaint and Maverick are specifically made “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” as to physical or operational condition, without any representations or warranties express or implied, including, without limitation, implied warranties of fitness for any particular purpose or merchantability or product safety or any other warranties whatsoever. In accepting this Bill of Sale, both Parties appreciate that either Maverick or Warpaint condition may not be perfect and may have problems, minor or major, and each Party acknowledges that they had the opportunity to fully inspect the Property.
6. Each County and City, for itself, its successors, and assigns, whenever requested in writing to do so by the other, will execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, certificates, powers of attorney, and assurances as may be commercially reasonable in order to assign, transfer, set over, convey, assure, and confirm unto and vest in the City or County, as the case may be, its successors, and assigns title to the Property sold, conveyed, and transferred by this Bill of Sale in order to confirm and fully implement the sale, conveyance, and transfer of the Property evidenced by this Bill of Sale and carry out the intent and purpose of this Bill of Sale.

7. Each City and County accepts the Property subject to the terms and conditions in this Bill of Sale.

8. This Bill of Sale has been negotiated, prepared, and executed in accordance with the laws of the state of Oregon and will be construed in accordance with those laws.

9. This Bill of Sale may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Bill of Sale, it shall not be necessary to produce or account for more than one such counterpart. Copies (whether facsimile, photostatic or otherwise) of signatures to this Bill of Sale shall be deemed originals and may be relied on to the same extent as the originals.

The Parties enter into this Bill of Sale as of the date last written below.

**City**

By: \_\_\_\_\_  
City of Prineville  
By: Steve Forrester  
Its City Manager

\_\_\_\_\_  
Date

**County**

By: \_\_\_\_\_  
Crook County  
By Seth Crawford  
Its County Judge

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Crook County  
By Brian Barney  
Its Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Crook County  
By Jerry Brummer  
Its Commissioner

\_\_\_\_\_  
Date



CRIMINAL JUSTICE COMMISSION  
CONTRACT SIGNATURE MEMO

Contract Amount \$559,014.71	
Contract #JR-23-007	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> New Contract
Project Start Date: 7/1/2021	Project End Date: 12/31/2023

Memorandum To:	Ken Sanchagrin, Executive Director
Analyst Review:	Ian Davidson, Justice Reinvestment Program Manager
Today's Date: 6/16/2022	

Contract Recipient:	Crook County
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Remittance Address:	<input type="checkbox"/> ACH Requested
Crook County Aaron Boyce 301 NE 3rd Street Prineville, OR 97330	

Funding Source:					
<input checked="" type="checkbox"/> General Fund (GF)	<input type="checkbox"/> Other Fund (OF)	<input type="checkbox"/> Federal Fund (FF)			
PCA Assigned	75511, 75512	Grant Phase	N/A	Project Phase	N/A
Vendor No.	1936002290 MC 001	OR Tax ID No.		Agency OBJ	6307

<input type="checkbox"/> Monthly Reimbursement	<input type="checkbox"/> Quarterly Reimbursement	<input type="checkbox"/> Advance at Request	<input checked="" type="checkbox"/> Semi-annual Advance
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Description: 2Second-year funding awarded for 2021-23 biennium. Approved by Criminal Justice Commission on June 15, 2022. \$406,537.84 comes from PCA 75511 and \$152,2476.87 from PCA 75512
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Reviewed by Operations	
By:  <i>Alex Pichel</i>	Date:  6/16/2022

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT #JR 23-007  
AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement No. JR 23-007 (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Crook County (“Grantee”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows:

**A. Section 1 is amended and restated to update the Grant Funds amount as follows:**

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$559,014.71** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**B. Section 4.a. is amended and restated to update the disbursement schedule as follows:**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in three installments in the following amounts no later than the following dates: \$279,502.38 by January 30, 2022; \$139,756.17 by September 30, 2022; and \$139,756.16 by January 30, 2023. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. “Eligible Costs” are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii. As specified in OAR 213-060-0050(4), no more than 10 percent of the Grant Funds may be used for administrative costs.



Justice Reinvestment Grant Program  
 Grant No. JR 23-007  
 Amendment No. 1

**C. The Project End Date stated in Exhibit A (Project Description and Budget) is amended and restated as follows:**

Project End Date: December 31, 2023

**D. The Budget Summary in Exhibit A is amended and restated as follows:**

**BUDGET SUMMARY:**

	Grant Funds Awarded
Personnel	[\$77,500.44] <b>\$155,000.88</b>
Contractual Services	[\$58,500.00] <b>\$117,000.00</b>
Housing & Facilities	[\$46,313.00] <b>\$92,626.00</b>
Victim Services: KIDS Center	[\$20,955.50] <b>\$41,910.96</b>
Supplemental Program	[\$68,610.09] <b>\$137,220.18</b>
Supplemental Victim Services	[\$7,623.35] <b>\$15,256.69</b>
Total	[\$279,502.38] <b>\$559,014.71</b>

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

*The signatures of the parties follow on the next page.*



# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: June 29, 2022

RE: Justice Center Construction  
Our File No.: Ct. Contracts 281(A)

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Enclosed is Early Work Amendment 2 with Kirby Nagelhout Construction Company for continued work on the new Justice Center (Amendment 2). This Amendment 2 covers the work described on Attachment A, which includes earthwork and various structural and utility improvements. The not-to-exceed total for this stage is \$4,235,564.97. The contract is on AIA's standard GMP attachment, with language similar to that approved in Amendment 1.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, July 6, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this \_\_\_\_ day of \_\_\_\_\_ 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner


**AIA** Document A133™ – 2019 Exhibit A

**Guaranteed Maximum Price Amendment**

This Amendment dated the 6 day of July in the year 2022 ("Amendment 2"), is incorporated into the accompanying AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated on or around the third day of March in the year 2021 (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Crook County Justice Center  
260 NE 2nd Street  
Prineville, Oregon 97754

**THE OWNER:**  
(Name, legal status, and address)

Crook County Oregon  
300 NE 3<sup>rd</sup> Street  
Prineville, Oregon 97754

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Kirby Nagelhout Construction Company  
63049 Lower Meadow Drive  
Bend, Oregon 97701

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**
**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish an Early Work 2 Guaranteed Maximum Price, as described on Attachment A, incorporated herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment 2 covers only the Additional Early Work; the total Project will involve a separate amendment or amendments with another Guaranteed Maximum Price. Owner

reserves the right to terminate the Agreement for convenience under the provisions of the Article 10 at any time prior to the execution of the full-scope Guaranteed Maximum Price.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Two Hundred Thirty-Five Thousand Five Hundred Sixty-Four and 97/100 Dollars (\$ 4,235,564.97 ), subject to additions and deductions by Change Order as provided in the Contract Document

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 5.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Itemized Statement attached to this Amendment and identified as "Attachment 1."

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 5.1.1 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 5.1.2 of the Agreement.

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

### § A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

*(Paragraphs deleted)*

A Date of Substantial Completion shall be established when the Guaranteed Maximum Price for the entire project has been agreed to.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

## ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the following:

Init.

As described in Attachment D – Plans & Specifications, attached and incorporated herein.

(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraph deleted)

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

As described on Contractor’s Clarifications, attached herein as Attachment B.

(Paragraphs deleted)

**ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Crook County Oregon

Kirby Nagelhout Construction Company

\_\_\_\_\_  
OWNER (Signature)

  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

Jeff Deswert President  
\_\_\_\_\_  
(Printed name and title)

## Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:50:31 ET on 06/27/2022.

### PAGE 1

This Amendment dated the 6 day of July in the year ,2022 ("Amendment 2"), is incorporated into the accompanying AIA Document ~~A133™-2019, A133™-2009~~, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated on or around the third day of March in the year 2021 (the "Agreement")

...

Crook County Justice Center  
260 NE 2nd Street  
Prineville, Oregon 97754

...

Crook County Oregon  
300 NE 3rd Street  
Prineville, Oregon 97754

...

Kirby Nagelhout Construction Company  
63049 Lower Meadow Drive  
Bend, Oregon 97701

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a ~~Guaranteed Maximum Price~~, an Early Work 2 Guaranteed Maximum Price, as described on Attachment A, incorporated herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment 2 covers only the Additional Early Work; the total Project will involve a separate amendment or amendments with another Guaranteed Maximum Price. Owner reserves the right to terminate the Agreement for convenience under the provisions of the Article 10 at any time prior to the execution of the full-scope Guaranteed Maximum Price.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Two Hundred Thirty-Five Thousand Five Hundred Sixty-Four and 97/100 Dollars (\$ 4,235,564.97 ), subject to additions and deductions by Change Order as provided in the Contract ~~Documents~~.Document

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section ~~3.2.1-5.2.1~~ of the Agreement.

PAGE 2

See Itemized Statement attached to this Amendment and identified as "Attachment 1."

§ A.1.1.3 The Construction Manager's Fee is set forth in Section ~~6.1.2~~ 5.1.1 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section ~~6.1.3~~ 5.1.2 of the Agreement.

~~§ A.1.1.5 Alternates~~

~~§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:~~

Item	Price
------	-------

~~§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ A.1.1.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

The date of execution of this Amendment.

...

~~\_\_\_\_\_ [ ] Not later than ( ) calendar days from the date of commencement of the Work.~~

~~\_\_\_\_\_ [ ] By the following date:~~

A Date of Substantial Completion shall be established when the Guaranteed Maximum Price for the entire project has been agreed to.

~~§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the ~~Contract Documents and the following:~~ following:

As described in Attachment D – Plans & Specifications, attached and incorporated herein.

.

~~§ A.3.1.1 The following Supplementary and other Conditions of the Contract:~~



Document	Title	Date	Pages
----------	-------	------	-------

~~§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)~~

Section	Title	Date	Pages
---------	-------	------	-------

~~§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)~~

Number	Title	Date
--------	-------	------

~~§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

Title	Date	Pages
-------	------	-------

Other identifying information:

~~§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)~~

Item	Price
------	-------

PAGE 3

As described on Contractor's Clarifications, attached herein as Attachment B.

~~§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)~~

*(List name, discipline, address, and other information.)*

This Amendment to the Agreement entered into as of the day and year first written above.

Crook County Oregon

Kirby Nagelhout Construction Company

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
Jeff Deswert President

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

~~§ A.4.1~~ The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

~~(List name, discipline, address, and other information.)~~

~~This Amendment to the Agreement entered into as of the day and year first written above.~~

***Certification of Document's Authenticity***  
***AIA® Document D401™ – 2003***

I, Brian Barney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:50:31 ET on 06/27/2022 under Order No. 2114313138 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

---

*(Title)*

---

*(Dated)*



CCB #95590

## Attachment A

KNCC – CC Justice Center – Early Work Amendment 002

6.24.2022

Early Work Amendment, Bid Package 001 (August 17 - Dec 17, 2022)			
	Rate	Lump Sum	Notes
Earthwork Complete		\$ 815,552.00	Does not include site scope not indicated on drawings or public improvements
Elevators		\$ 584,064.00	(3) traction and (1) hydraulic as coordinated
Waterproofing (Elevator Pits)		\$ 16,125.00	Subcontractor Quote - LDC, Miraply H at underslab
Dewatering		\$ 20,000.00	Assumes discharge to sanitary at West (deep excavations at brace frames and pits)
Concrete Scope (up to Lvl 1 SOG)		\$ 974,900.00	Subcontractor Quote - Pence Kelly, includes rat slab for elevator pits
Envelope Consultant		\$ 7,650.00	Includes drawing review, followup meeting and (5) hours consultation
Steel Detailing		\$ 48,000.00	Includes detailing of primary structure only. Stairs and Misc. Metals not included
Trusses and Decking		\$ 743,793.00	Subcontractor Quote - Steel Encounters
Cast in Anchorage		\$ 18,000.00	Brace frames and typical column anchors and associated templates
Electrical		\$ 126,092.00	Underground raceways and floor boxes only (site scope shown on drawings only)
Plumbing		\$ 133,428.00	Includes drain bodies, cleanouts and primer lines complete. No shower pans
Fire Riser		\$ 3,862.40	Severson one piece engineered sweep (site connection by utility subcontractor)
General Conditions (staff)	\$ 61,320.00	\$ 245,280.00	(4) months
General Requirements (equip)	\$ 42,276.00	\$ 169,104.00	(4) months
Subtotal		\$ 3,905,850.40	
Contractor Contingency	0.03	\$ 117,175.51	
General Contractor Fee	0.0295	\$ 118,679.26	
CAT	0.0045	\$ 18,637.67	
Performance & Payment Bond	0.0085	\$ 35,362.91	
General Liability Insurance	0.0095	\$ 39,859.20	
		\$ 4,235,564.97	

Crook County review and feedback.

### Bend Office

63049 Lower Meadow Drive  
Bend, Oregon 97701  
541.389.7119

### Portland Office

10180 SW Nimbus Avenue, Suite J3  
Portland, Oregon 97223  
503.530.8420

### Pendleton Office

505 SW 16<sup>th</sup> Street  
Pendleton, Oregon 97801  
541.612.8575



## ATTACHMENT B – CONTRACTOR’S CLARIFICATIONS

Project: Crook County Justice Center  
 Owner: Crook County

Job #: 1683  
 Date: 6.21.2022

### Contractor Assumptions & Clarifications

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The following clarifications are intended to qualify assumptions and identify specific items included or exclusions within the GMP Amendment #2.

#### PROJECT SPECIFIC CLARIFICATION

1. All concealed conditions that differ from industry standards and/or require additional work not originally shown or intended may result in a modification to the Guaranteed Maximum Price, use of Contingency or Allowance funds.
2. All special inspections, observation reporting, and testing will be provided by the Owner.

#### EXCLUSIONS:

1. Permit and plan review fees, and SDC's to be paid by others.
2. All work shown on Public Improvement Drawings with emphasis on storm system within ROW at Claypool, West side of project site.
3. All work in the ROW not clearly indicated such as street lighting and communications at North, associated conduits, and earthwork.
4. Supply and install of primary conductor, riser at pole and transformer. This scope is to be provided by PacifiCorp and billed directly with owner.
5. Over excavation and replacement of undocumented fill per geo engineer recommendation per 5.1.2 of geo report. The volume of any over excavation if required cannot be quantified at this time and therefore is not included in this GMP #2 amendment and will be addressed on an as needed basis per recommendations provided by the geotechnical engineer.



## ATTACHMENT C – ALLOWANCES

Project: Crook County Justice Center  
 Owner: Crook County

Job #: 1683  
 Date: 6.21.2022

### Allowances Specific to Bid Package # 01/DP-a

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The allowances listed below are specific of Design Package-a, Bid Package 01. Allowances will be tracked on a time and material basis and will include costs for unloading and handling at the site, labor, materials, equipment, installation costs, and any subcontractor mark- up per the contract. Whenever costs are more or less than the Allowance, the Contract Sum will be adjusted up or down to accommodate the entirety of the cost of work required to complete the Allowance.

A001	Dewatering to support deep excavations	Allowance	\$20,000
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## ATTACHMENT D – PLANS & SPECIFICATIONS

Project: Crook County Justice Center  
Owner: Crook County

Job #: 1683  
Date: 6.21.2022

### Current Document Reference

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The following documents are referenced as the basis on which pricing for GMP Amendment #2 has been prepared by Kirby Nagelhout Construction Company.

### PROJECT PLANS & SPECIFICATIONS

1. GMP Amendment #2 for the projects General Conditions, Earthwork, Concrete, Below Grade Waterproofing, Electrical and Plumbing, Fire Riser, Steel Detailing, Decking and Trusses Supply, Elevators, Envelope Consulting is based on the following documents:
  - Drawings – Design Package A 100%, Dated 4.22.2022
  - DP-A Site and Foundation Specifications (100% Set) Divisions 0-31
  - Addendum 01 Issued 05.20.2022
  - Addendum 02-03 Issued 05.26.2022
  - See attached drawings log with all associated sheets listed

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A0.20a	FLOOR PLAN - SLAB PLAN	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
A1.10a	FLOOR PLAN-LEVEL01	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
A1.11a	FLOOR PLAN-LEVEL02	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A1.12a	FLOOR PLAN-LEVEL 03	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
A1.30a	ROOF PLAN	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A2.10a	EXTERIOR ELEVATIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.10a	BUILDING SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.20a	WALL SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.21a	WALL SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.30a	ENLARGED PUBLIC ELEVATOR PLANS/ SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.31a	ENLARGED STAFF ELEVATOR PLANS/SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.32a	ENLARGED IN-CUSTODY ELEVATOR PLANS / SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.33a	ENLARGED ENTRY STAIR PLANS / SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.34a	ENLARGED STAIR PLANS / SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.35a	ENLARGED STAIR PLANS / SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A3.36a	ENLARGED JUDGE STAIR PLANS / SECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A4.10a	ENLARGED PLANS- 1ST FLR PUBLIC RESTROOMS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A4.12a	ENLARGED PLANS - LOCKERROOMS	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
A4.13a	ENLARGED PLANS - 1STFLR RESTROOMS PLAN	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A4.14a	ENLARGED PLANS- 1ST FLR HOLDING	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AA.17a	ENLARGED PLANS - SCREENING / EVIDENCE PROCESSING	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
A5.10a	EXTERIOR FOUNDATION DETAILS	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
<b>Civil</b>					
C1.1a	ESCP - COVER	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C1.2a	ESCP - DEMO; CLEARING, GRADING, EXCAVATING & LAND DEVELOPMENT	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C1.3a	ESCP - STREET & UTILITY	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C1.4a	ESCP - VERTICAL CONSTRUCTION	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C1.5a	ESCP - FINAL STABILIZATION	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C1.6a	ESCP - DETAILS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C2.0a	CIVIL SITE PLAN	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C3.0a	GRADING & DRAINAGE PLAN	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C3.1a	DETAILED GRADING PLAN - NORTH	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C3.2a	DETAILED GRADING PLAN - SOUTH	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C4.0a	UTILITY PLAN	2	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
C5.0a	STORM SEWER PLAN	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
C6.0a	DETAILS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
<b>Electrical</b>					
E0.01a	SYMBOLS, LEGENDS & ABBREVIATIONS-ELECTRICAL	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
E0.10a	SITE PLAN - ELECTRICAL	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
E2.00a	FLOOR PLAN-UNDERGROUND - ELECTRICAL	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
E2.10a	FLOOR PLAN - LEVEL 01 - ELECTRICAL	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
E5.01a	DETAILS - ELECTRICAL	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
<b>General</b>					

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
G0.10a	COVER SHEET	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
G0.11A	SHEET INDEX	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
G0.12	NOTES & CONVENTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
G1.10	GENERAL CODE INFORMATION	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
G1.11	CODE PLAN-OCCUPANCY	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
G1.12	CODE PLAN - OCCUPANCY LOADS	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
G1.13	CODE PLAN-FIRE LIFE SAFETY PLANS	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
<b>Mechanical</b>					
M0.01a	SYMBOLS, LEGENDS & ABBREVIATIONS-MECHANICAL	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
M0.10a	SITE PLAN-MECHANICAL	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
M5.01a	DETAILS - MECHANICAL	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
MP2.00a	FLOOR PLAN - UNDERGROUND - HVAC PIPING	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
MP2.10a	FLOOR PLAN-LEVEL 01-HVAC	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
<b>Plumbing</b>					
P0.01a	SYMBOLS, LEGENDS & ABBREVIATIONS-PLUMBING	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
P0.10a	SITE PLAN-PLUMBING	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
P2.00a	FLOOR PLAN - UNDERGROUND - PLUMBING	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
P2.10a	FLOOR PLAN - LEVEL 01 - PLUMBING	1	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)
<b>Structural</b>					
S0.1a	STRUCTURAL GENERAL NOTES	1	05/19/2022	05/19/2022	DP-A Site and Foundation Set (04/22/22)
S0.2a	STRUCTURAL ABBREVIATIONS AND SYMBOLS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
S0.3a	STRUCTURAL SPECIAL INSPECTIONS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
S0.4a	LOAD PLANS	0	04/22/2022	04/22/2022	DP-A Site and Foundation Set (04/22/22)
S1.0a	GEOPIER LOADING PLAN	2	05/26/2022	05/26/2022	DP-A Site and Foundation Set (04/22/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S1.1a	FOUNDATION PLAN	2	05/26/2022	05/26/2022	22) DP-A Site and Foundation Set (04/22/22)
S3.1a	FOUNDATION DETAILS	1	05/26/2022	05/26/2022	22) DP-A Site and Foundation Set (04/22/22)
S3.2a	FOUNDATION DETAILS	2	05/26/2022	05/26/2022	22) DP-A Site and Foundation Set (04/22/22)
S3.3a	FOUNDATION DETAILS	0	04/22/2022	04/22/2022	22) DP-A Site and Foundation Set (04/22/22)
S3.4a	ENLARGED FOUNDATION PLANS	1	05/19/2022	05/19/2022	22) DP-A Site and Foundation Set (04/22/22)
<b>Telecommunications</b>					
T0.01a	SYMBOLS, LEGENDS, AND ABBREVIATIONS - TECHNOLOGY	0	04/22/2022	04/22/2022	22) DP-A Site and Foundation Set (04/22/22)
T0.10a	SITE PLAN-TECHNOLOGY	0	04/22/2022	04/22/2022	22) DP-A Site and Foundation Set (04/22/22)
T2.10a	FLOOR PLAN - LEVEL 01 - TECHNOLOGY	0	04/22/2022	04/22/2022	22) DP-A Site and Foundation Set (04/22/22)
T5.01a	DETAILS AND DIAGRAMS-TECHNOLOGY	0	04/22/2022	04/22/2022	22) DP-A Site and Foundation Set (04/22/22)

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF AUTHORIZING )  
THE APPROVAL OF GRANT NO. )  
107-2022-5202-81 FOR FAIRGROUNDS ) ORDER NO. 2022-32  
IMPROVEMENTS )

WHEREAS, on or about June 24, 2022, the County received a proposed grant from the Oregon Department of Administrative Services (grant no. 107-2022-5202-81), for funding to improve the Crook County Fairgrounds; and

WHEREAS, section 4(A)(3) of the grant agreement requires the County to affirm to DAS that approval of the grant agreement has been authorized by order, ordinance, or resolution of the County’s governing body.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that: The County authorizes approval of grant no. 107-2022-5202-81, which approval will also be signified by the County’s signature therein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

## GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-81

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Crook County Fair (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

Pursuant to the Oregon Laws 2022, chapter 110, section 425(14) (the “Authorization”), the Oregon Legislature appropriated \$2,000,000 from the General Fund for a grant to Recipient for fairgrounds infrastructure.

### SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$2,000,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

### SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

### SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys. Recipient shall use the Grant for fairgrounds infrastructure.
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. Organization and Authority.
  - (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
  - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

<b>SECTION 5 - COVENANTS OF RECIPIENT</b>
---

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
  - (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) 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 State or Recipient with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one

hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.





If to Recipient: Crook County Fair  
 ATTN: Casey Daly, Manager Crook County Fairgrounds  
 1280 S Main Street  
 Prineville, OR 97754  
 casey.daly@co.crook.or.us

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**RECIPIENT**  
Crook County Fair

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

David Berryman, Assistant Attorney General, via email dated 6/14/2022

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF DELEGATING ) AUTHORITY AND RESPONSIBILITY ) FOR MANAGING FIRE SUPPRESSION ) ACTIVITIES ON LANDS UNDER THE ) LEGAL AUTHORITY OF CROOK ) COUNTY )	ORDER NO. 2022-33
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WHEREAS, on June 7, 2022, the State of Oregon, through its Office of the State Fire Marshal, recommended to the Crook County Court that it execute a formal delegation of authority to a qualified personnel to be able to contact other fire suppression and emergency service agencies for fires and related dangers on land outside of the boundaries of a fire protection district for which the County is able to make such a request itself; and

WHEREAS, the Fire Chief of Crook County Fire and Rescue District has agreed to serve in this role under a delegation of authority from Crook County.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. To the extent permitted by law, Crook County delegates authority to the Fire Chief of Crook County Fire and Rescue to make requests to other fire suppression and emergency service agencies for fires and related dangers on land outside

of a fire protection district for which the County is able to make such a request itself. The Fire Chief will act in accordance with his or her considered, professional judgment, and will inform the County Judge as soon as reasonably practicable after he or she makes such a request.

Section 2. In the event that the Governor makes a declaration pursuant to the Emergency Conflagration Act (ORS 476.510 to 476-610), the Fire Chief is authorized to confer with other fire suppression and public safety agencies on behalf of Crook County.

Section 3. Notwithstanding this delegation of authority, the County retains the discretion under ORS 477.161 to collaborate with the State Forester and the State Fire Marshal to decide whether, when, and how to assist:

(a) Landowners, individuals and businesses with forming jurisdictions to provide wildfire protection;

(b) Landowners, individuals, businesses and jurisdictions with obtaining expansion of or other changes to boundaries or facility locations of jurisdictions that provide wildfire protection;

(c) Jurisdictions to expand or adjust jurisdiction service boundaries to ensure adequate wildfire protection for lands; and

(d) Jurisdictions in developing wildfire protection facilities, equipment, training and other resources adequate to ensure that the jurisdiction provides timely and effective wildfire protection at the baseline level or higher on lands described in ORS 477.161(1) throughout the jurisdiction.

Section 3. If the County undertakes activities under this delegation of authority, ORS 477.161, or other applicable legal authority, it may request reimbursement from the

State Forester, State Fire Marshal, or other appropriate department, from funds as may be made available for such reimbursements.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

**BEFORE THE CROOK COUNTY COURT**

**IN THE MATTER OF APPEAL No. 217-22-000540-PLNG RE: APPLICATION 217-21-000573-PLNG FOR CONDITIONAL USE – AGGREGATE MINING OPERATION**

FINAL DECISION  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

**FINAL DECISION**

After a hearing on Wednesday, June 15, 2022, and having decided to reverse the March 31, 2022 decision of the Crook County Planning Commission, the Crook County Court (the “Court”) adopts this final decision with supporting Findings of Fact and Conclusions of Law on this 6th day of July, 2022.

*This Final Land Use Decision may be appealed to the State of Oregon Land Use Board of Appeals (LUBA) within twenty-one (21) days from the date of this Decision.*

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

I. FACTS

The subject property is located at the following map tax lot numbers:

<u>Map</u>	<u>Section</u>	<u>Tax Lots:</u>
14S 15E	14	103

The applicant, Knife River Corporation – Northwest, is also the appellant, referred to hereinafter as “Knife River.”

The Crook County Planning Commission approved a comprehensive plan amendment (217-21-000436-PLNG) to add the subject property to the County’s inventory of Significant Mineral and Aggregate Resources under Statewide Planning Goal 5. This plan amendment was approved by the Crook County Court via Ordinance No. 328 on February 2, 2022. Ordinance No. 328 designated the subject property as a “3B” site, which means that there would be no protection for the mine site and no limits on conflicting uses within the 500-foot impact area of the proposed mine. Ordinance No. 328 also adopted an “ESEE analysis” (an analysis of the

economic, social, environmental, and energy impacts) and a Program to Achieve Statewide Planning Goal 5 (hereinafter the “Program”). The Program included conditions regarding nine separate aspects of aggregate extraction operations to reduce impacts to conflicting uses in the mine’s impact area.

Knife River then applied for a conditional use permit to allow mining of the subject property (217-21-000573-PLNG). On March 16, 2022, this matter came before the Crook County Planning Commission for final deliberations. On March 31, 2022, the Crook County Planning Commission issued a final decision denying the requested Conditional Use Permit.

## II. PROCEDURAL STATUS

On April 6, 2022, Knife River filed this appeal to the Crook County Court. Knife River stated that the Planning Commission’s decision to deny the application “was conclusory and neglects to acknowledge substantial evidence in the record which clearly demonstrates consistency with Ordinance No. 328 and all applicable provisions of the Crook County Code.” The Crook County Court scheduled an on-the-record public hearing for Wednesday, June 15, 2022, to consider the appeal. The hearing before the County Court was originally noticed and scheduled for June 1, 2022. The hearing was continued to June 15, 2022.

The County Court opened the public hearing by making the announcements required by ORS 197.763(5). No party objected to the procedural status of the hearing or the Court’s jurisdiction. There were no objections regarding ex parte contact or conflicts of interest.

Crook County Code (CCC) 18.172.110(12) establishes the standards for a review of an appeal. The hearing was conducted on the record including all evidence and testimony considered by the Planning Commission. The County Court allowed those parties to appear who participated in the Planning Commission’s decision pursuant to CCC 18.172.081(4). No new evidence was allowed.

John Eisler, Assistant County Counsel, summarized the May 25, 2022 staff report (the “Staff Report”), incorporated herein by reference and available on the County’s website or by contacting Community Development. The Staff Report described the project background and procedural history of the application, including the Court’s previous conclusions in Ordinance No. 328. The Staff Report also identified the provisions of CCC 18.144 as the applicable criteria for reviewing requests for mining of significant aggregate and mineral resources in the County’s exclusive farm use (EFU) and forest zones. This determination is based on an extensive review of the relationship between sections of the Crook County Code, specifically chapters 18.16 (Exclusive Farm Use zones), 18.144 (Aggregate Resource Sites) and 18.160 (Conditional Uses). The Staff Report noted that the plain, unambiguous language of chapter 18.144 limits the review and processing of such applications to the confines of chapter 18.144. The Staff Report also reviewed the relevant provisions in their proper context, to determine that the requirements found within chapter 18.160 were either addressed in other provisions or contradicted the purpose of the Program. The Staff Report’s conclusion was that the Planning Commission’s decision found the application satisfied all relevant approval criteria, after excluding the inappropriate application CC 18.160.020(2).



Will Van Vactor, Crook County Community Development Director, summarized the written comments received on the appeal. Comments provided by Knife River (exhibit 81), Monique Davis (exhibit 82), Mona and Don Pomraning (Exhibit 83), and Richard Zimmerlee (exhibit 84). In addition, Knife River and opponents, Jim Newton and Adam Mikulski, offered argument before the County Court at the June 15, 2022 hearing.

Knife River objected to the inclusion of written and oral arguments from other parties in both its final written argument (Ex. 81) and during the hearing. Knife River’s objection is based on the language in CCC 18.172.110(12)(v), which states that the appeal hearing is an “on the record review” limited to “Argument (without introduction of new or additional evidence) by the applicant, appellants or their agents.” Knife River also argued for an interpretation of CCC chapters 18.160 and 18.144 consistent with the Staff Report, meaning that the criteria in CCC chapter 18.160 were inapplicable. Finally, Knife River argued that four of the conditions of approval—numbers 5, 10, 12, and 16—were not clear and objective.

Two parties in opposition to the application presented arguments. Jim Newton, from Cascade Geoengineering, LLC, reiterated previous arguments regarding the certifications of the professionals that prepared the hydrogeologic report and the validity of the report itself. Adam Mikulski presented arguments regarding enforcement of the conditions of approval, precedent for future aggregate locations, and public comment opportunity for the groundwater protection guarantee to be executed by Knife River and Crook County.

The Court then heard from staff addressing the arguments presented during the hearing. The Court also asked clarifying questions of staff before closing the public hearing. After hearing arguments based on the record established before the Planning Commission and reviewing written and oral arguments based on the record, the County Court closed the public hearing for deliberations.

### III. APPLICABLE APPROVAL CRITERIA

#### Crook County Code

Title 18 Zoning	
Chapter 18.08	Definitions
Chapter 18.16	Exclusive Farm Use Zones, EFU-1 (Post-Paulina Area), EFU-2 (Prineville Valley-Lone Pine Areas), and EFU-3 (Powell Butte Area)
Chapter 18.144	Aggregate Resource Sites
Chapter 18.172	Administrative Provisions
Chapter 18.180	Transportation

### IV. CONCLUSIONS OF LAW

Per CCC 18.172.110(13), the appellate body may affirm, overrule, or modify the decision and shall set forth findings showing compliance with applicable standards and criteria. The appellate body may also remand the decision with instructions to the planning commission,

hearing officer or director who made the original decision to consider additional facts, issues or criteria not previously addressed.

After consideration of the Staff Report and evidence and testimony in the record, the Court finds that:

1. The Appeal meets the criteria in CCC 18.172.110(9). The Appeal request was timely filed and complete. The appeal hearing was an “on the record review.”
2. The Court finds that CCC 18.172.110(12)(a) governs the scope and standard of review for appeal hearings; the section does not control who may participate in such hearings. Subsection (iv) is intended to refine the issues considered under appeal to those raised by the applicant, the appellant, or their agents. This is clear by the preamble in the parent subsection (a), which states that “the review of the final decision shall be confined to the record of the *proceedings below*, which shall include ....” (Emphasis added).
3. The Court finds that CCC 18.172.081(4) governs who may appear at appeal hearings. The section plainly states that for “on-the-record hearing[s],” such as our appeal hearings, those persons who provided written comments or testified during the original proceedings “may appear.” An “Appearance” is defined as “the submission of testimony or evidence in the proceeding, either oral or written.” CCC 18.172.005(2).
4. The Court finds that the application qualifies as “mining of aggregate and other mineral and other subsurface resources” under CCC 18.144.030. Thus, the application “shall be allowed” if it meets the criteria in CCC 18.144.040. The Court adopts and incorporates the interpretation of the relevant code language provided in the Staff Report. Specifically, the unambiguous language in sections 18.144.040 and 18.144.050 describes the process by which such applications should be reviewed, and that process involves an analysis wholly under chapter 18.144 and the Program, to the exclusion of CCC 18.160.020.
5. The Planning Commission included a review of the ESEE analysis developed in the Program through Crook County Ordinance No. 328. The Planning Commission addressed all the criteria in CCC 18.144.040 and processed the application in accordance with the remaining provisions of CCC chapter 18.144. The Planning Commission correctly found that the application satisfied the relevant criteria in 18.144.
6. The Planning Commission’s decision was flawed only in that it also applied the general conditional use criteria of CCC 18.160.020 to the application. As stated above, CCC 18.160.020 is not a proper approval criterion for applications qualifying under CCC 18.144.030. The concerns addressed by the Planning Commission in its analysis of CCC 18.160.020(2) were addressed to the best of the Court’s ability in its development of the Program. As such, the Court’s earlier decision on those matters “shall be binding until changed by amendment to the plan.” CCC 18.144.40(3).
7. The Court finds that by removing the Planning Commission’s conclusions under the inapplicable criterion of CCC 18.160.020(2), the application satisfies its burden on all remaining criteria and should be approved. The Court hereby adopts and incorporates all findings of the Planning Commission’s decision (available on the County’s website or

by contacting Community Development), excepting the section on CCC 18.160.020(2) and the final conclusion. The Planning Commission's analysis regarding impacts to surrounding farm practices under the EFU conditional use criteria of CCC 18.16.020, demonstrates the sufficient evidence in the whole record to satisfy the criteria of CCC 18.144.040(1)(c)-(d).

8. The Court also finds that Conditions of Approval numbers 5, 10, 12, and 16 could be made more definite and certain, for the benefit of the interested parties.

## V. CONCLUSION

Based upon the above findings of fact and conclusions of law, the Crook County Court overrules the March 31, 2022 decision of the Crook County Planning Commission and approves conditional use application 217-21-000573-PLNG. The County Court also revises the conditions of approval, as depicted on Attachment 1 to this decision.

Dated this \_\_\_\_\_ day of July, 2022.

CROOK COUNTY COURT

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Seth Crawford  
County Judge

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Jerry Brummer  
County Commissioner

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Brian Barney  
County Commissioner

**Attachment 1 – Final Decision  
Conditions of approval 217-21-000573-PLNG**

**1. Site Plan:**

The Applicant shall submit an updated site development plan to the Crook County Community Development Department reflecting required setbacks and berms and consistent with applicable conditions of County land use approval. The updated site plan shall be submitted prior to commencement of any site development. Any modification to the site plan will require review and approval by the Crook County Community Development Department.

**2. Water Rights:**

The Applicant shall submit evidence of water rights for mining and reclamation use to the Crook County Community Development Department prior to such use of water.

**3. Setbacks:**

To minimize impacts to neighboring properties, no active mining shall occur closer than 100 feet from property lines on the north, east and south side of the subject property. Mining shall not extend closer than fifty (50) feet from the adjacent parcel 141415, tax lot 701 (the Porfily property) on the west side of the subject property. No setback is required on the boundary with the Woodward property to the west of the subject property (141514, tax lot 703). Berms and groundwater trenches may be placed within the setback areas subject to the final site plan.

**4. Operating Hours:**

Ordinary operating hours shall be Monday through Friday, June 1 through October 31, from 6:00 a.m. to 9:00 p.m., or sunrise to sunset, whichever time period is shorter. Operating hours shall be Monday through Friday, November 1 through May 31, from 7:00 a.m. to 6:00 p.m., or sunrise to sunset, whichever time period is shorter. No operations shall be conducted on weekends or specific holidays. Crook County Code 18.144.060(8)(c) states that no operations shall be conducted on the following legal holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

**5. Traffic:**

Access to the subject property shall be limited to the existing access at the Woodward site. Materials will be transferred from the subject property via an internal haul road. No new access is permitted on Stahancyk Lane or Lamonta Road.<sup>1</sup>

**6. Berms:**

Berms are intended to buffer neighboring properties from noise, dust and visual impacts. The Applicant has proposed a height of 8-feet with a slope no steeper than 2:1. The 2:1 slope is intended to allow for mowing of the berms.

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<sup>1</sup> All of the conditions related to access to the Woodward site continue to apply (e.g., daily truck trips, no trucks shall leave or enter the site between 7 minutes before and 7 minutes after the scheduled Crook County School District bus pickup and drop -off times for NW Elliott Lane). The Applicant is responsible for verifying the times with the Crook County School District prior to the start of each school year. The Operator shall train all drivers, including contract drivers, to use caution when existing onto Highway 26 from Elliott Lane.

Berms shall be placed at the time mining begins in adjacent cells to minimize the amount of disturbed ground. Berms will be hydroseeded, irrigated to maintain vegetation, and managed to prevent the spread of noxious weeds. Berms may be placed within the 100-foot property line setback area. Berms shall be removed upon completion of the mining operation.

**7. Dust Mitigation:**

The Applicant shall control all fugitive dust emissions associated with all extraction operations on the site. The Applicant shall implement provisions in the Dust Management Plan (Exhibit 23). Excepting actively mined areas, the Applicant shall stabilize all disturbed areas to minimize dust using hydroseeding or other soil stabilization methods consistent with the Dust Management Plan. The Applicant shall stabilize all stockpile areas with mulch, vegetation, or chemical binders. During non-operation days, the stockpiles and active mining areas shall be sprinkled with water to limit fugitive dust.

When constructing an internal haul road, the Applicant shall construct said road between the subject property and the Woodward processing site with an all-weather surface and aggregate base sufficient to support heavy vehicles and equipment. The surface shall be treated regularly to minimize fugitive dust.<sup>2</sup>

A contact person representing the aggregate operator shall be named and all appropriate contact information shall be provided to Crook County Community Development and to any neighbor that requests such information so the aggregate operator can be contacted if dust is being released. The contact information for the regional office of the Oregon Department of Environmental Quality – Air Quality Division, shall also be provided.

**8. Noise:**

Noise is an impact that has been identified as an issue by surrounding property owners. The berms proposed by the Applicant and limits on operating hours are intended to help minimize noise impacts.

The County has no noise ordinance, but noise is regulated by the Oregon Department of Environmental Quality. To the extent authorized by law, the Applicant agrees to replace existing backup “beepers” on mining equipment and vehicles with directional “white noise” back-up alarms.

**9. Reclamation:**

No more than 10 acres of ground shall be disturbed by mining at any time. The “disturbed area” refers to the active mining area (5 acres) and reclamation cells and does not include the stockpile area or the berm areas. The site will be reclaimed concurrently with mining as cells are completed. Prior to reclamation, the mine operator shall stabilize disturbed areas

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<sup>2</sup> The County Roadmaster provided comments suggesting that the internal haul road shall be constructed to meet the gravel road standards in Crook County Code 17. 36. Although such roads are typically 20’ wide, the Crook County Roadmaster recommends a travel width of 24’ wide to allow for passage of two trucks at the same time.

using hydroseeding or other soil stabilization products to help minimize dust from disturbed areas.

Upon completion of mining cells, the Applicant agrees to remove standing water. Overburden will be replaced and ripped and disked to reduce compaction. Topsoil will be replaced. Reseeding will occur in the next planting season, but soil will be stabilized until planting can occur. The site will be reclaimed concurrently with mining as cells are completed.

All reclamation activities shall be subject to a reclamation plan approved by the Oregon Department of Geology and Mineral Industries (DOGAMI). The Applicant shall work with the property owner to ensure that reclamation is carried out in a manner that restores the property to its current use for grazing and hay production.

#### **10. Groundwater:**

The Applicant acknowledges that groundwater may be encountered while mining the Subject Property. If water is encountered, it will be pumped out of the mining area and infiltrated on-site into recharge trenches as described in the Hydrogeologic Characterization report and in Exhibit 33. Groundwater concerns pose economic, social and environmental issues for neighboring properties within the impact area. It is understood that requirements of groundwater monitoring and remediation may have economic consequences for the mine operator. Table 3 of the Aggregate Mine Hydrogeologic Characterization report identifies wells that have potential to be influenced by mining activities on the Vanier property in the absence of mitigation.

The Applicant has identified properties within the 500-foot buffer area for baseline testing. These properties identified by the Applicant primarily have relatively shallow wells (drilled above 40-feet) that are in the same aquifer and similar depth to the area proposed for mining.

Baseline data shall be collected for said wells within the 500-foot buffer area prior to mining, and information collected shall be provided to the respective property owner and Crook County Community Development Department.<sup>3</sup> Baseline testing will consist of water level measurements for the wells and discharge measurements of spring flow, as appropriate. Baseline water quality testing will consist of GRO (Gasoline Range Organics), DRO (Diesel Range organics), turbidity, total dissolved solids, iron, manganese, pH, conductivity and temperature.<sup>4</sup>

The Operator shall collect on-site monitoring of well water quantity data continuously and on-site well water quality data quarterly and shall share all collected data quarterly with designated well/spring owners who have granted access and sampling permission. Prior to

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<sup>3</sup> The Applicant has proposed baseline water quality and quantity testing of three wells (shallow wells on the Vanier property and wells on the Mikulski and Johnson properties) and two springs on the Davis property (page 2, Exhibit 24).

<sup>4</sup> The Hydrologic Report (Table 3) also identifies an additional thirty-nine (39) wells within ½ mile of the subject property that share the same aquifer and could have “possible adverse impacts” in the absence of mitigation measures.

mining through a trench or a monitoring well, all previously collected groundwater data will be reviewed by a licensed professional geologist or engineer. This data analysis shall consider the relocation and placement of the next infiltration trench and monitoring wells as well as any potential adverse impacts to surrounding properties. The Operator shall adjust the Mine Plan to minimize or eliminate any mine-related adverse impacts. All data shall be maintained on file for the duration of the mining operation (or 6 (six) months after reclamation has been completed and the reclamation bond released by DOGAMI.

The Applicant has proposed a groundwater protection guarantee. The Applicant will work with the Crook County Community Development Department and Crook County Counsel to finalize the groundwater protection guarantee. Such guarantee shall be reviewed by the Crook County Court during a regular Court meeting as a discussion item with opportunity for public comment.

Said groundwater protection guarantee will ensure, at a minimum, that any injury to the quality or quantity of water is promptly and completely compensated through the interim measures by the Applicant for the period of the appropriate state agency's reviews, and that should causation for said injury be determined by the state agency to be attributed to operator, said injury shall be remedied in a complete and permanent manner. The Applicant shall be responsible for reimbursing property owners for any expenses to address groundwater quality and quantity impacts. Any violation of the groundwater protection guarantee by the Applicant shall be prosecuted by the County under CCC 18.144.070, in addition to other remedies or penalties under law. The Groundwater Protection Guarantee Agreement shall remain in force until 6 (six) months after reclamation has been completed and/or the reclamation bond has been released by DOGAMI.

### **Additional Conditions**

The following conditions are proposed to address specific criteria in CCC 18.144.

#### **11. Security:**

Crook County Code 18.144.050(6) requires the Applicant to include a security plan. All vehicles and equipment shall be parked in a secure area on the Woodward processing site. No vehicles or equipment shall be parked on the subject property. No lights shall be placed on the site.

#### **12. Surface water:**

Crook County Code 18.144.060(10) Development Standards Surface and Ground Water Management. Surface water shall be managed to provide protection against ground or surface water contamination and sediment discharge into streams, rivers and lakes. All equipment and vehicles operating near exposed water will be inspected daily for possible oil leaks and repaired if necessary prior to use. A spill kit for containing hydrocarbon releases will be kept with the equipment operating near exposed water should it be needed. The Applicant shall maintain a spill log onsite. The Applicant shall report any incidents that would impose a reporting requirement to a state agency to Crook County Community Development and the Crook County Fire and Rescue Department by the next business day.

The Applicant shall work with Crook County's Vector Control District to develop a mosquito control plan and provide a copy to the Crook County Community Development Department prior to commencing mining operations.

**13. Weed Control:**

The Applicant consulted with the County Weedmaster who agreed that the noxious weed control plan for the Woodward site could be extended to the subject property. Crook County Code 18.144.070(13) requires that the operator shall document compliance with the noxious weed control plan on a yearly basis by submittal of a written report to the Crook County Weedmaster. The report shall be submitted not later than December 15th of each year.

**14. Emergency Management:**

The final site plan shall be provided to the Crook County Fire and Rescue District's Fire Marshall. Contact information for the on-site operations manager shall be provided to the Fire Marshall

**15. Archaeological and Cultural Resources:**

The Applicant shall engage with Oregon's State Historic Preservation Office as part of the development process to ensure that requirements related to cultural and historic resources are met. This may require the Applicant to provide on-site surveys of the property. The Applicant will adopt an "inadvertent discovery plan" to address best management practices for archaeological and cultural discoveries during operations. <sup>5</sup>

**16. Modifications:**

Any modification of operations beyond the scope of this Conditional Use Permit Approval or the Comprehensive Plan Amendment shall be subject to County Planning Commission review and amendment of the Crook County Comprehensive Plan.

**17. State Permits:**

The Applicant shall provide a copy of the department of Geology and Mineral Industries operation and reclamation plan to the Crook County Community Development Department. If a stormwater management permit is required by the Department of Environmental Quality, a copy of that permit shall also be provided to the Department.

**18. ESEE Analysis:**

The ESEE Analysis and Program to Achieve the Goal applied only to sand and gravel extraction. No processing, crushing, blasting or asphalt production will be allowed on the subject property. All processing activities will take place on the Woodward property (tax lot 1415140000702) and will be located more than 500 feet from existing residences.

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<sup>5</sup> In reviewing the plan amendment to add the site to the Goal 5 inventory of significant mineral and aggregate resources, the decision identified potential conflicts with other Statewide Planning goals. Specifically, Goal 5 includes protection of historic and cultural resources (OAR 660-015-0000(5)). The Plan Amendment included the following: "The Applicant will be required to submit an "inadvertent discovery plan" regarding notification to the State Historic Preservation Office in the event of discovery of any natural or cultural resources. This will be addressed in the review of the conditional use permit."



Processing activities are subject to conditions in the 2015 conditional use permit for the Woodward property (217-15-000115-PLNG).

Memo:

To: Seth Crawford, County Judge  
Jerry Brummer, County Commissioner  
Brian Barney, County Commissioner

From: Kim Barber, Human Resources Director

Date: June 30, 2022

RE: Incentive Pay

Recently, to fill key positions in which the County was facing critical operational needs, the County Sheriff's Office and District Attorney's Office authorized the use of hiring incentives in the form of signing bonuses; attempting to attract a more qualified body of applicants. Nonetheless, the recruiting environment remains challenging for several key positions, as such, it would be advantageous to the recruiting process to have a Court sanctioned policy for use by all County departments. Attached is a proposed policy and procedure to consider, with the highlights as follows:

- Maximum hiring incentive – 12% of annual salary, rounded to the nearest \$1,000
- Non-taxable awards prioritized, e.g., relocation expenses used prior to compensation
- Policy terminates the earlier of December 31, 2022, or when the County has expended/committed \$100,000
- Department directors are responsible for requesting the use of hiring incentives, including the form and the amount, up to the maximum
- Human Resources will provide oversight to ensure the use of hiring incentives is consistent with the intent of the program, i.e., incentives for challenging, difficult to fill and or immediate needs positions
- The County Court or their designee will make any final decision related to the use of this program should there be a disagreement between Human Resources and the requesting department director
- Funds for the program are via the American Recovery Plan Act (ARPA)

The proposed policy addresses a primary financial inducement believed necessary to compete for qualified candidates. Other employee benefits, such as the use of accrued leave and flex scheduling Etc., that may be appropriate to assist with recruiting will be considered. Human Resources will review options and suggestions, working with department directors; reporting back to the County Court at the September 6 work session to provide findings for their consideration.

#### **Recommendation**

This proposed policy should be considered for implementation, refinement, or as a starting point for discussions of alternatives.

## **Hiring Incentive Policy**

### **Purpose:**

The purpose of this policy is to provide a framework for County department directors to offer hiring incentives to address recruiting challenges with difficult to fill, extremely competitive positions in the market and or those positions that require immediate fulfillment. The use of this program is at the discretion of department head directors with the Human Resource Director oversight.

### **Effective Date:**

May 1, 2022

### **Termination Date:**

December 31, 2022, or when the County has committed \$100,000, whichever occurs earliest. \$100,000 may be exceeded in the event an award is requested consistent with this program for the maximum amount, although the balance available is less than \$100,000. E.g., if \$95,000 has been committed and a department requests a hiring incentive with a maximum of \$7,000, the maximum may be awarded. No further awards may be made without the County Court increasing the available funding.

### **Financial Award:**

The maximum financial award per position is twelve percent (12%) of the offered annually salary, rounded to the nearest \$1,000. E.g., an offer of annual salary of \$52,500 has a maximum incentive of \$6,000. Department directors may offer less than the maximum financial award.

### **Process:**

#### **Department Director:**

At the time department directors request and prior to posting/advertising job announcements department directors shall coordinate with the Human Resources Department to request the use of hiring incentives for the position, including the requested amount. The director shall provide a brief explanation for the need of financial assistance.

#### **Human Resources:**

The Human Resources Director shall conduct a ministerial review and approve the use of the hiring incentive if consistent with the policy purpose. The Human Resources Director will attempt to resolve any issues with the requesting department director should there be a disagreement as to whether the requested use of funds is in conformance with this procedure. If the Human Resources Director and department director are unable to resolve the differences, the County Court or their designee shall make a final decision as to the use of and the amount of the financial award.

Any awards made pursuant to this procedure by the County shall be communicated by the Human Resources Department to the Finance Department, including the financial terms agreed to.

The Human Resources Department will maintain a schedule of awards and advise management of the status of the available funding on a monthly basis.

**Finance:**

The Finance Department will process payments (awards) consistent with payroll and or accounts payable processes, i.e., if compensation, pay will be made through the payroll system, if reimbursement of expenses, the payment may be made to the employee via accounts payable. Consistent with applicable law, the Finance Department is empowered to decide which system best meets the reporting requirements of the County.

The Finance Department will prepare the Court Order at the end of the program to transfer any necessary funds and budget adjustments.



# Request to place business before the Crook County Court

**Important Note:** The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

**Deadlines:** To appear at a Work Session your request and all documentation must be submitted the Thursday before at 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before at 12:00 pm.

Please return this form to Crook County Administration Office via  
Email: amy.albert@co.crook.or.us; or Mail: 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Missy Steinhaus Date of Request: 6/27/2022  
Email: Steinhausmdaks-eng.com Phone: 541-317-8429  
Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? July 6, 2022
2. Describe the matter to be placed before the Court: Ironhorse 1, Phase 2  
Final Plat Approval
3. What action are you requesting that the Court take? Approval of final plat City of Prineville
4. What is the cost involved with your request, if applicable? —
5. Have you asked the County for a fee waiver before? If yes, when? —
6. Please estimate the time required for your presentation.  
 5 minutes       10 minutes       15 minutes       other \_\_\_\_\_ minutes
7. Are you (or will you be) represented by legal counsel?  
Yes (please name your attorney) \_\_\_\_\_  
No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:  
—

### Administrative Section

Date Received: \_\_\_\_\_

Date Reviewed by Court: \_\_\_\_\_

FY Budget: \_\_\_\_\_

County Court: Approved/Denied

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF CONSIDERING	)	
THE REQUEST TO RAISE THE SOLID	)	
WASTE FRANCHISEE RATES ABOVE	)	Order 2022-30
CPI PURSUANT TO SECTION 12.3	)	
OF THE SOLID WASTE FRANCHISE	)	
AGREEMENT	)	

WHEREAS, the Crook County Court enacted Ordinance 161 on March 16, 2005, which established an exclusive franchise for the management and collection of solid waste within the unincorporated portions of Crook County (hereinafter the “Franchise Agreement.”) On or about January 31, 2020, the identity of the Franchisee changed, with the current Franchisee being Allied Waste Transfer Services of Oregon, LLC, doing business as Republic Services; and

WHEREAS, pursuant to Section 12.3 of the Franchise Agreement, codified as Section 8.28.120(3), the Franchisee may request that the County approve an increase of the maximum rates for service by a percentage greater than the last reported U.S. Consumer Price Index. In a scheduled public hearing, the County will act upon such request for rate adjustment no later than 60 days following receipt of request for adjustment; and

WHEREAS, in determining the appropriate rate to be charged by the franchisee, the county court may consider any or all of the following:

- (a) The cost of performing the service provided by the franchisee.

(b) The anticipated increase in the cost of providing this service.

(c) The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change.

(d) The investment of the franchisee and the value of the business and the necessity that the franchisee have a reasonable annual rate of return on revenues in the range of 8 percent to 12 percent, with a target of 10 percent. Return on investment shall be determined based upon generally accepted accounting principles (GAAP).

(e) The rates charged in other cities of similar size in surrounding jurisdictions for similar service.

(f) The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and the other users of the service.

(g) The local wage scales, cost of management facilities and landfill and disposal fees or charges.

(h) Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.

(i) Other factors affecting the cost of providing service.

WHEREAS, the Crook County Court received a fee increase request from the Franchisee dated June 13, 2022, requesting a fee increase of 9%. The County Court scheduled a public hearing on the matter at the public meeting scheduled for 9:00 AM on Wednesday, July 6, 2022, within the 60 days allowed to it.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

SECTION ONE: Having concluded the public hearing, and affording the public with the opportunity to provide testimony regarding this request, the County Court [choose one]:

**Approves** the request to increase rates by 9%. Franchisee will afford the public not less than 30 days prior written notice before the fee increase goes into effect.

**Does not approve** the request to increase rates by 9%.

SECTION TWO: This Order is executed pursuant to Section 12.3 of the Franchise Agreement.

DATED this \_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner



*Filed  
6/17/2022*



# Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754  
Phone (541) 447-6555 • FAX (541) 416-3891

*amy.albert@  
Co.Crook.or.  
us*

## Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Redemption House Ministries

Contact Name: Shelly Couatt Phone: 541-260 2726

Address: 780 E. First St Prineville, Oregon 97754

Physical Address of Place of Business In Crook County, if different from above:

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To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and non-recyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Requested credit for this year: (may not exceed \$3,000) \$ 3,000<sup>00</sup>

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)

By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.

Shelley Collatt Bookkeeper Date: 6-9-2022  
Name, title

<b>Office use only:</b>	
Form 501 attached:	<input type="checkbox"/> yes <input type="checkbox"/> no
Credit last year: \$ _____	Credit used last year: \$ _____
Credit approved for current fiscal year: \$ _____	

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 26 2014

REDEMPTION HOUSE MINISTRIES  
780 E 1ST STREET  
PRINEVILLE, OR 97754

Employer Identification Number:  
46-2175446  
DLN:  
17053326309003  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 4, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

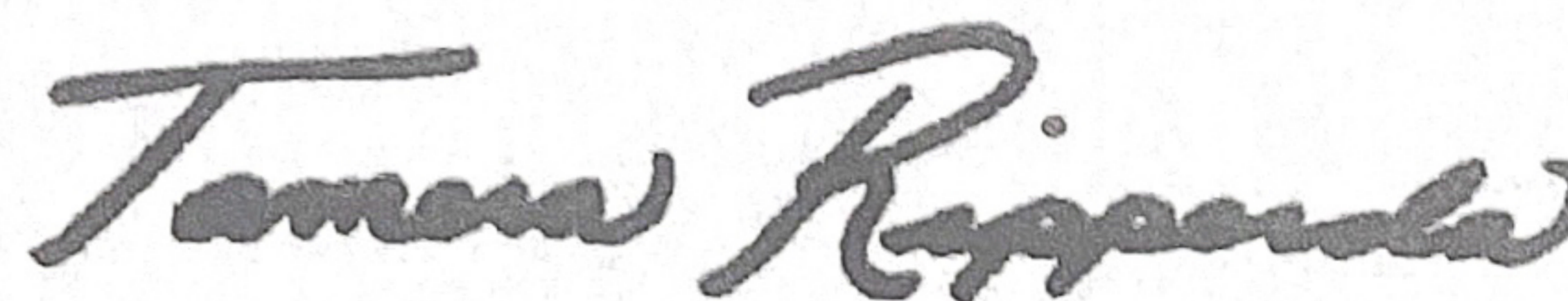
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF ADOPTING )  
THE CROOK COUNTY EQUAL ) ORDER NO. 2022-26  
EMPLOYMENT OPPORTUNITY )  
PLAN FOR 2022-2024 )

WHEREAS, as part of its obligations under certain state and federal grants, Crook County must adopt an Equal Opportunity Employment Plan; and

WHEREAS, the requirements of the Equal Opportunity Employment Plan are prescribed by rules adopted by the U.S. Department of Justice; and

WHEREAS, Crook County is committed to furthering the goals of providing equal employment opportunities for its employees and its job applicants, now and in the future.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that the Equal Opportunity Employment Plan attached to this Order be adopted for the period of October 1, 2022 to September 30, 2024.

BE IT FURTHER ORDERED that County staff members are directed to take those steps necessary to promulgate the adopted plan as described under applicable law and the terms of the plan itself.

BE IT FURTHER ORDERED that County staff are directed to complete all necessary ancillary documentation as may be required under applicable law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

## **Crook County Equal Employment Opportunity Plan**

Grant Title:	Multiple Grants
Grant Number:	Multiple Grants
Grantee Name:	Crook County
Award Amount:	Multiple Award Amounts
Address:	300 NE Third St.
Prineville, OR 97754	
Crook County Contact Person:	Kim Barber, Human Resources Director
Telephone Number:	(541) 416-3962
Date and Effective Duration of EEOP	October 1, 2022 to September 30, 2024

### **Equal Employment Opportunity Statement:**

Crook County makes an affirmative acknowledgement that it adheres to the laws and principles of providing equal employment opportunities. Job and volunteer applications include the phrases "Equal Opportunity Employer" as does the County's human resources webpage. Further, the following statement is included on the second page of the Crook County employee handbook, which is made available to each new employee upon hiring and is periodically updated. The employee handbook is also posted on the County's website (available to the general public) as a word-searchable PDF document, which may be downloaded free of charge.

#### **EQUAL EMPLOYMENT OPPORTUNITY:**

It is the policy of Crook County to employ, retain, promote, discharge and otherwise assess all job applicants and employees on the basis of their merits, qualifications and competence. Crook County is an equal opportunity employer, and as such, we consider individuals for employment according to their abilities and performance. Employment decisions are made without regard to age, disability, race, color, national origin, religion, sex, sexual orientation, veteran status, military status (except for Veterans Preference as described in the employment application), association with members of a protected class, marital status, injured worker status, non-supervisory family relationships, or any other protected class or work relationship. All employment requirements mandated by State and Federal laws and regulations are observed.

Any job applicant or employee who believes he or she has been discriminated against because of any protected classification is encouraged to bring his or her concern to the County Counsel who is the designated EEO Officer for the County. Concerns will be investigated immediately and resolved in accordance with Oregon and federal laws. (If the complaint relates to the County Counsel, the job applicant should bring his or her concern to the County Judge.)

The County evaluates its current equal employment opportunity plan once every two years, or sooner if there is need, to help ensure that the plan reflects the County's current practices and the current state of the law. The plan is presented at a public meeting of the Crook County Court (the board of commissioners for Crook County) and deliberated upon prior to enactment. Upon approval of the plan, the original is formally recorded in the records of the Crook County Clerk, and additional copies are available for inspection upon request.

### **Purpose of the Equal Employment Opportunity Plan:**

To explain the idea animating the Federal requirement to draft an Equal Employment Opportunity, it may be useful to start by explaining what is NOT its purpose.

- The EEOP does not require any kind of hiring quota or disparate treatment.
- The EEOP does not mandate any particular type of hiring method.
- The EEOP does not require that the County's workforce exactly match, or even approach, the proportion of the workforce in the wider community within any particular category.

Instead, the purpose of the EEOP requirement is to gather information, and for public agencies to consider in good faith whether the data collected indicates something meaningful. The County is to examine its workforce's demographics, and examine them in the context of reliable comparator information. If there is a disparity, the County is then able to determine whether this might be the result of invidious discrimination, or whether it might be due to innocuous, non-discriminatory causes (including random chance, or the individual choices of private citizens.)

The EEOP is therefore a tool for review and consideration, but not a mandate to undertake any particular action unless the County determines that unlawful discrimination may in fact have been the cause of the disparity. By being armed with such knowledge, the County can thereafter take those steps appropriate to ensure that its hiring practices afford equality of opportunity to all its residents, as the Constitution requires.

### **Note on Nomenclature:**

As more fully described below, determining whether the County's own employee pool over-or-under- represents a particular category requires comparison against the local community. That can lead to confusion as to whether a given paragraph is discussing Crook County as an employer, or Crook County as a community.

For the sake of clarity, in this Equal Employment Opportunity Plan, the term "Crook County" or "the County" will refer to the County as an employer; and the term "community" will refer to the local community workforce population as a whole.

### **Workforce Comparison Narrative:**

In determining whether the County is significantly over-representing or under-representing particular demographic groups in its employee pool, the County draws upon two sources of information. The first is the U.S. Census Bureau American Fact Finder report EEO-ALL06W for Crook County<sup>1</sup>, updated July 7, 2017. This report provides information about the county-wide employee pool along three axes: gender (two options), race/ethnicity (six options), and job categories (eight options). The American Fact Finder therefore tracks 96 separate entries for the county-wide workforce.

The second source of information is the EEO-4 form, promulgated by the U.S. Equal Employment Opportunity Commission. Crook County is responsible for filling in the form that the EEOC publishes, based upon the compilation of its own employment data. The EEO-4 form requires entries along three axes: gender (two options), race/ethnicity (seven options), and job categories (eight options). The EEO-4 form therefore tracks 112 separate entries for Crook County's employee workforce.

### **Data Comparison Issues:**

As has been discussed in previous Crook County EEOP's, comparing these two sources of information presents some challenges.

*1. Comparing categories between the Census and EEO-4 form.*

First, while the two documents have the same number of job categories, they do not have the same names for the job categories. For instance, the EEO-4 lists a category entitled "para-professionals," whereas the American Fact Finder does not. Meanwhile, the American Fact Finder report includes two separate types of protective service employees, "sworn" and "unsworn," whereas the EEO-4 form only includes a single category for protective service employees.

For the purpose of this EEOP, the County will compare the following categories against each other:

American Fact Finder category titles	EEO-4 category titles
Officials/Administrators	Officials/Administrators
Professionals	Professionals
Technicians	Technicians
Sworn Protective Services; Unsworn Protective Services	Protective Services
Administrative Support	Administrative Support, Para-Professionals
Skilled Crafts	Skilled Crafts
Service/Maintenance	Service Maintenance

<sup>1</sup> The report is entitled "Crook County, Oregon EEO-ALL06W - State/Local Government Job Groups by Sex and Race/Ethnicity for Worksite Geography, Total Population (Universe: Civilian employed at work 16 years and over)."

## 2. *Reconciling the different ethnic/racial categories.*

In prior years, the differences between the EEO-4 form and the Census data were even greater than today (e.g. comparing 128 categories in the latter versus 240 categories in the former.) Much of the scale of differences could be attributed to the number and manner in which racial and ethnic groups were tracked between those two forms. For instance, for years the EEO-4 form included “Hispanic” as a separate racial category, while the Census’ American Fact Finder report used the term “Hispanic/Latino”<sup>2</sup> as an ethnic signifier. This meant that in earlier versions of the EEO-4, an individual could either be Hispanic, or some other racial group; while for the Census report, someone could be simultaneously Hispanic/Latino and White, or Hispanic/Latino and Native American. This difference, in particular, made comparisons between the two sources of information difficult.

This divergence, unfortunately, continues. For the purposes of comparing the two sources of information, the County will treat the term “Hispanic” in the same manner as the EEO-4 report, in the hopes that this will help elucidate whether there are any significant disparities in the workforce. Further, while in prior iterations of these reports, there were entries for individuals claiming two or more racial categories, the reports used for this Plan have eliminated such entries.<sup>3</sup>

## 3. *Contradictory data between the two sources.*

In previous years’ Crook County EEOPs, there had been instances where the data from one source showed individuals within one of the categories which was not mirrored in data from the other source for that same (or comparable) category. For instance, the County’s EEO-4 form might show that it had individuals within the Female Native Hawaiian/Pacific Islander Professionals category, where the Census data showed zero such persons in the community workforce.

Fortunately, for this year’s EEOP, no such contradictions have been noted.

### **Analysis Chart:**

Attached to this narrative is a detailed spreadsheet showing the comparisons between the county-wide workforce data and Crook County's employment pool. In order to assist in evaluating the data, below is an example of one particular sorting: female, white, Officials/Administrators.

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<sup>2</sup> While often used interchangeably, the two terms mean different things. “Hispanic” refers to someone who traces his or her ancestry back to Spain. “Latino” refers to someone who traces their ancestry back to Latin America. A person can be one, or the other, or both.

<sup>3</sup> While the decision of the Census Bureau to discontinue these entries may seem dramatic, in Crook County’s case, the number of individuals claiming such categories was extremely low. For instance, for the Census data used in the 2017 Crook County EEOP, the total number of individuals claiming two or more categories was less than 40 in the entire community, out of a population in excess of 20,000 (two tenths of 1%). The vast majority of the two-racial group combinations in the Census data had zero local individuals listed.



Officials/Administrators	5
# community	265
% of County workforce	2.15%
CC % of community workforce	1.89%
% of community workforce	8.00%

Total Female Crook County Employees: 117

Total Female community workforce: 3,312

This chart shows that within Crook County's workforce, there are five individuals which fall within the category of female, white, Official/Administrators. Meanwhile, there are 265 individuals within the wider community workforce which fall within that category. The five individuals in Crook County's workforce comprise 2.15% of the female workers in Crook County ( $5 \div 117 = 0.0215$ , or 2.15%). The five County employees comprise 1.89% of the total number of White, Female, Official/Administrators in the community workforce ( $5 \div 265 = 0.0189$ , or 1.89%). Meanwhile, the 265 individuals comprise 8.00% of the total female community workforce of 3,312 workers ( $265 \div 3,312 = 8.00\%$ ).

In this example, there is a difference between the percentage of Crook County's workforce made up of this one racial/ethnic, gender, and professional category, and the percentage of the wider community workforce:  $2.15\% - 1.89\% = 0.26\%$  difference. There is also a difference between the proportion of the County's workforce that are White Female Administrator/Officials, and the proportion of White Female Administrator/Officials in the community's workforce:  $2.15\% - 8.00\% = 5.85\%$  difference.

The question now becomes whether these differences are statistically significant. If they are, then additional actions on the part of the County may be required to address the disparity. If it is not statistically significant, then it is likely that the difference is due to mere random chance, and no additional actions would be required.

### **Determination of Significance:**

The requirement to publish an EEOP, and the requirement to examine an employer's workforce in comparison to the wider community, are not mandates that a given employer must match exactly the demographics of the region. The law does not require some manner of quota system, and differences between one of the Census categories and one of the EEO-4 categories is not necessarily a sign of anything inappropriate. Further, the smaller the category, the likelier that any one input is determined by random chance. The smallest Crook County category includes only 1 individual, meaning that any change along one of three axes will adjust that category by 100%. A difference of 100% may sound significant in the abstract, but in this example, that literally means that only one single person has changed in one of many different possible ways.

Also, a number of categories produce results that are both very small in both relative and absolute terms. Take the following as an example: the comparisons for Male American Indian/Alaska Native Technicians.

Officials/Administrators	0
# community	4
% of County workforce	0.00%
CC % of community workforce	0.00%
% of community workforce	0.12%

Crook County had zero such employees. However, in the wider community workforce, there are only four such individuals described in the data sources. The question becomes, even if Crook County has zero employees in a given category, does that demonstrate anything more than random chance?

The United States Department of Justice advises that a difference of two standard deviations can be considered significant. They further advise that categories which include fewer than 30 individuals can be disregarded as being too small for statistical significance.

Standard deviation can be found according to the following formula:

$$\text{Standard Deviation} = \sqrt{\frac{\sum |x - \mu|^2}{N}}$$

- $\Sigma$  (sigma) is a symbol signifying “the sum of” a data set.
- $\mu$  (mu) is a symbol signifying the mean (average) of the data set.
- The two vertical lines, “| |” within which are “ $x - \mu$ ,” signify that we are to find the “absolute value.” This means that if the difference between  $x$  and  $\mu$  is a positive number, no change is made. If, however, the difference between  $x$  and  $\mu$  is negative, the number is rendered into a positive to reflect its “absolute value.”
- $x$  signifies an individual value within the data set.
- $N$  signifies the number of data points in the data set’s “population.”

The order of mathematical operations is as follows:

1. The “data set” is identified.
2. The individual values in the data set are counted. This constitutes the “population” of the data set, which will become the equation’s value of  $N$ .
3. The individual entries in the data set are added together, with the resulting sum divided by the value of  $N$ . This is used to determine the value for  $\mu$ .
4. For each individual value in the data set (“ $x$ ”), the value of  $\mu$  is subtracted. The “absolute value” of the difference of  $x - \mu$  is found.
5. The absolute value is then squared for each iteration of  $x - \mu$ .
6. The squared values are then added together, to find the value of  $\Sigma$ .

7.  $\Sigma$  is divided by N.
8. The dividend of  $\Sigma \div N$  is then square-rooted,<sup>4</sup> to find the value of the standard deviation for the data set.

However, the US DOJ does not provide guidance as to which data set to use to find the appropriate standard deviation. The two obvious possibilities are (1) the standard deviation from the County's workforce; and (2) the standard deviation from the community workforce. While each can be calculated, there is no guidance on which of these two figures to use to determine significance.

The County calculated each value, ignoring data sets where the data showed fewer than 30 individuals in the entire community workforce. The standard deviation for the County's workforce percentages is 10.09%; the standard deviation for the wide community's workforce percentages is 9.25%. "Significance" for each is two standard deviations, or 20.18% and 18.5% respectively.

In light of the lack of guidance as to which of these two values to use to determine whether there is a statistically significant difference between the County's workforce and the wider community workforce, this plan will use the small of the two numbers. The effect of this is that it is more likely that a difference is found to be significant – any difference between the County's workforce and the community workforce of 18.5% or more, for those categories where there are 30 or more employees in the community workforce, is deemed "significant."

For the purpose of Crook County's EEOP, below are the calculations:

1. The data set is identified. In this case, the data set includes the percentages job categories, apportioned among the three axes (gender, racial/ethnic group, job type) for which the value of the wider community workforce is more than 30 individuals. Those values are:

White Male Officials 11.75%	Black Male Officials 1.87%	White Female Officials 8.00%	White Male Professionals 9.21%
White Female Professionals 13.13%	Hispanic Male Technicians 1.34%	White Male Technicians 8.41%	Hispanic Female Technicians 3.02%
White Female Technicians 8.76%	White Male Protective Services 5.45%	White Male Administrative Support 10.95%	White Female Administrative Support 29.59%
Hispanic Male Skilled Craft 1.07%	White Male Skilled Craft 18.42%	White Female Skilled Craft 1.51%	Hispanic Male Service/Maintenance 2.94%
White Male Service/Maintenance 26.3%	Hispanic Female Service/Maintenance 1.96%	White Female Service/Maintenance 32.00%	

<sup>4</sup> There is probably a more artful way of saying this, but the author of this document did not excel in high school mathematics. The indulgence of the reader is appreciated.

2. N is identified: there are nineteen values in this data set, therefore  $N = 19$ .
3.  $\mu$  is calculated: For this data set, the cumulative sum is 195.68%. 195.68% divided by 19 is 10.3%, therefore,  $\mu = 10.3\%$ .
4. The absolute value for each entry in the data set is calculated, as  $|x - 10.3\%|$
5. The square of the absolute values is calculated.

<u>Data Set Entry</u>	<u>Absolute Value</u>	<u>Squared</u>
11.75%	1.45%	2.10%
1.87%	8.43%	71.07%
8.00%	2.30%	5.29%
13.13%	2.83%	8.00%
1.34%	8.96%	80.28%
8.41%	1.89%	3.57%
3.02%	7.28%	53.00%
8.76%	1.54%	2.37%
5.45%	4.85%	23.52%
10.95%	0.65%	0.42%
29.59%	19.29%	372.10%
1.07%	9.23%	85.19%
18.42%	8.12%	65.93%
1.51%	8.79%	77.26%
2.94%	7.36%	54.17%
26.30%	16.00%	256.00%
1.96%	8.34%	69.56%
32.00%	21.70%	470.89%

6. The sum of the squared values is calculated: 1,701.91 %.
7. The sum of the squared values, 1,701.91%, is divided by N, 19:  $1,701.91\% \div 19 = 89.57\%$
8. The standard deviation is calculated by finding the square root of the dividend:  $\sqrt{89.57\%} = 9.46\%$ .

For this data set, the standard deviation is 9.46%.

Two standard deviations is equal to 18.92%.

### **Analysis:**

Using the two standard deviations recommended by the US Department of Justice, the following observations can be made:

- The County overrepresents white male professionals, compared to the wider community workforce. Crook County's white male professionals comprise 21.16% of all such employees in the community workforce.
- The County overrepresents white female professionals, compared to the wider community workforce. Crook County's white female professionals comprise 19.08% of all such employees in the community workforce.

- The County underrepresents white female administrative support employees, compared to the wider community workforce. Crook County's 20 positions comprise 2.04% of all such employees in the community workforce.
- The County underrepresents white male skilled craft employees, compared to the wider community workforce. Crook County has zero such positions, compared to 690 in the wider community workforce.
- The County underrepresents white male service/maintenance employees, compared to the wider community workforce. Crook County's 3 positions comprise 0.30% of all such positions in the wider community workforce.
- The County underrepresents white female service/maintenance employees, compared to the wider community workforce. Crook County has zero such positions, compared to 1,060 in the wider community workforce.
- No other categories are "significantly" different, using two standard deviations to determine significance.
- If only one standard deviation is used to determine significance, then the only other significant finding is that the County underrepresents white male administrative support employees, compared to the wider community workforce.
- Finally, for those six categories with a significant difference, three have zero County employees. If one standard deviation is used to determine significance, then there are seven categories with significant difference, and of those, four have zero County employees.

Therefore, of the categories where Crook County has even a single employee, there are only three (out of 112) for which there is a significant over-or-under-representation. That equals a bare 2.7% of the 112 categories.

The County's past EEOs have found that the rate of significant over-or-under-representation 15, 12, 7, 3, and 3 demographic categories. While the improvement might have plateaued over the last three iterations, the trend has shown significant improvement from where the County began. In particular, the County is very close to having zero categories with no statistically significant differences between its workforce and the wider community workforce.

Based upon this data, the County finds that its hiring processes have been successful in preventing discrimination in the hiring of qualified employees, and that these hiring practices should continue.

**Objectives:**

- Crook County is committed to continue hiring and employment practices that adhere to the County's Equal Employment Opportunity Plan, and improve minority opportunities for employment with the County.
- Increase representation in the identified "underrepresented" job categories as identified above, while maintaining current levels for those categories which are within the range as being significantly proportionate.

**Steps to Achieve Objectives:**

The following steps will be implemented to address the County's objectives:

- Provide training opportunities for employees in all job classifications to upgrade their skills and improve their career development opportunities in conjunction with the "Education and Training" Policy, which can be found in the Crook County Employee Policy Handbook.
- Review and update the County's recruitment policies and procedures to promote equal employment opportunities, as needed.
- Continue to offer reimbursements for education, classes and seminars that could promote bilingual and secondary language skills, as outlined in the "Education and Training" Policy, which can be found in the Crook County Employee Policy Handbook.
- Explore new methods to recruit employees.

**Dissemination:**

The Human Resources Director, or appointed County representative, will be designated to implement the Equal Employment Opportunity Plan for Crook County.

**External**

- Continue to include the "Equal Employment Opportunity" statement on the Crook County 'Employment Application' and the 'Sheriffs Application' (employment).
- In newspaper and external postings, advertise as "EEO".
- Continue to include the "Equal Employment Opportunity" statement on the Crook County 'Human Resources' department webpage.
- Continue to maintain the availability of the Crook County Employee Policy Handbook, which contains all relevant policies associated with the County's Equal Employment Opportunities, including by keeping it on the County website available for free download.
- The County welcomes and encourages comments upon this EEO Plan, which should be directed to the County's Equal Employment officer.

**Internal**

- Provide the 'Employee Questionnaire for Self-Identification of Race/ Ethnicity' at new hire orientation.
- Provide newly hired employees with the Crook County Employee Policies Handbook.
- Provide hiring and selection assistance to all County hiring managers that promote the County's Equal Employment Opportunity Plan and Crook County Employee handbook Policies.
- The County welcomes and encourages comments upon this EEO Plan, which should be directed to the County's Equal Employment officer.

Job Categories	Male					Female				
	Hispanic	White	Black	Amer. Indiꜰ Asian	Hawaiian/F Two or mo	Hispanic	White	Black	Amer. Indiꜰ Asian	Hawaiian/F Two+
Officials/Administrators										
# community	1	20	0				5			
% of County workforce	20	440	70				265			
CC % of community workforce	0.43%	8.58%	0.00%				2.15%			
% of community workforce	5.00%	4.55%	0.00%				1.89%			
	0.53%	11.75%	1.87%				8.00%			
Professionals										
# community		73		0	0		83		0	
% of County workforce		345		10	10		435		10	
CC % of community workforce		31.33%		0.00%	0.00%		35.62%		0.00%	
% of community workforce		21.16%		0.00%	0.00%		19.08%		0.00%	
		9.21%		0.27%	0.27%		13.13%		0.30%	
Technicians										
# community	0	11		0		0	7		0	
% of County workforce	50	315		4		100	290		4	
CC % of community workforce	0.00%	4.72%		0.00%		0.00%	3.00%		0.00%	
% of community workforce	0.00%	3.49%		0.00%		0.00%	2.41%		0.00%	
	1.34%	8.41%		0.11%		3.02%	8.76%		0.12%	
Protective Services										
# community	0	8					0			
% of County workforce	15	204					10			
CC % of community workforce	0.00%	3.43%					0.00%			
% of community workforce	0.00%	3.92%					0.00%			
	0.40%	5.45%					0.30%			
Para-Professionals										



Admin. Support	0	0	0	0	20	2		
# community	4	410	4	4	20	980	4	
% of County workforce	0.00%	0.00%	0.00%	0.00%	0.00%	8.58%	0.86%	
CC % of community workforce	0.00%	0.00%	0.00%	0.00%	0.00%	2.04%	50.00%	
% of community workforce	0.11%	10.95%	0.11%	0.11%	0.60%	29.59%	0.12%	
Skilled Craft	0	0			0			
# community	40	690			50			
% of County workforce	0.00%	0.00%			0.00%			
CC % of community workforce	0.00%	0.00%			0.00%			
% of community workforce	1.07%	18.42%			1.51%			
Service/Maint.	0	3	0	0	0	0	0	
# community	110	985	4	15	65	1060	4	15
% of County workforce	0.00%	1.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CC % of community workforce	0.00%	0.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% of community workforce	2.94%	26.30%	0.11%	0.40%	1.96%	32.00%	0.12%	0.45%
Total		116				117		
Total Male community workforce			3745		Total Female community workforce		3312	
Percent of community workforce:					Total County workforce:		233	
Male		53.07%						
Female		46.93%						
				Percent of County workforce:				
				Male		49.79%		
				Female		50.21%		
				Total community workforce		7057		

# Crook County Counsel's Office

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## MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: June 22, 2022

RE: Correction of a Scrivener's Error, County Fee Schedule  
*Our File No.: Ct. Orders Misc.*

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The County Court approved Order No. 2022-05 Amendment # 1 at the June 15 meeting. As was discussed at that meeting, there was one more change to the fee schedule beyond what was in the agenda packet which had been added after the packets had been compiled. This addition was provided by Community Development staff as a Track Changes revision (attached), reading:

**"Site plan review – accessory structure under 200 sq. ft. with no plumbing, electrical, or mechanical \$80.00."**

After holding a public hearing, the Order was approved, including that change, and the Clerk's office recorded it.

The day after, the Community Development Department discovered that this addition lists an incorrect size. The "under 200 sq. ft." should be "under 2,000 sq. ft." As they have previously advised the County Court, they need to have their fees established and finalized before June 30.

Normally, where the County approves an Order that is subsequently recorded, especially one that was preceded by a public hearing, I would recommend that any correction should likewise be memorialized by an Order, approved at a meeting, and following a public hearing.

In this case, the County Court has the option of using the "scrivener's error" process described in Crook County Code section 2.52.010. The full text of that section is copied below. This process was created so that "When a typo, scrivener's error, or other such inaccuracy is discovered, and in the opinion of the county counsel such inaccuracy is sufficiently problematic to warrant being corrected, the county counsel's office will correct the inaccuracy and prepare a new copy of the document."

In order to help forestall the temptation to use this process to make substantive changes under the guise of correcting typos, the County Code requires certain specified safeguards.

First, the text of the proposed corrections will be presented to the County Court members for their review, so that each of them can ascertain whether he or she believes this goes beyond merely correcting scrivener's errors.

Second, the proposed corrections must be accompanied by a written statement by a County attorney, describing the corrections so that there is no ambiguity as to what is being altered.

The three commissioners thereafter can consider the matter for twenty one (21) days. If all three independently conclude that the corrections are not substantive, and can or should be made without another public meeting, the commissioners can approve the corrections.

Unless all three commissioners separately approve the proposed revisions within 21 days, the revisions are considered rejected. If all three do, then staff can re-publish the document. This includes, subject to the Clerk's approval, recording the corrected version.

Finally, to help ensure that the public is made aware of this occurrence, the County Counsel's office is required to prepare an Order for a future County Court meeting memorializing the change. This must be presented "as soon as practicable and without unreasonable delay," so that the public learns about the correction relatively quickly. The Order would include a copy of the County attorney's statement described above.

Having reviewed the proposed revision, it is my legal advice that the County can approve its correction through the process described in 2.52.010. It is further my advice that this correction does not require action at a public meeting (except for the subsequent order if the change is approved.) This is a textbook example of a typo, where *one digit* was erroneously omitted. The absence of that one digit, however, changes the meaning of the fee schedule entry. In this case, the fee itself would not change – it would remain \$80.00. However, correcting the typo would extend the ability to make use of this fee to much larger structures, allowing a greater number of the general public to avoid paying a higher fee that would otherwise be required. I therefore perceive no prejudice to the public by making this correction, and advise that this is not the type of scrivener's error correction which must wait for a meeting.

Section 2.52.010 reads in its entirety:

2.52.010 Correction of errors.



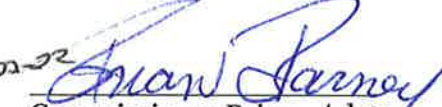
The Crook County counsel's office is authorized to make changes to adopted resolutions, orders, and ordinances of Crook County (including copies of the County Code published online) and other similar documents to correct typos, scrivener's errors, and other such inaccuracies. The procedure for doing so is as follows:

- (1) When a typo, scrivener's error, or other such inaccuracy is discovered, and in the opinion of the county counsel such inaccuracy is sufficiently problematic to warrant being corrected, the county counsel's office will correct the inaccuracy and prepare a new copy of the document.
- (2) The county counsel's office will present the proposed corrections to the commissioners for their review. The proposed corrections will be accompanied by a written statement from the county's attorney listing the changes being proposed. A corrected copy of the document may be signed by the county commissioners without the need to present the document at a meeting of the county court.
- (3) If the proposed corrected document is signed by all three commissioners, the county counsel's office is authorized to promulgate the corrected document. This includes, subject to the county clerk's approval, recording the document in the records of the county clerk.

(4) If the proposed corrected document is not signed by all three commissioners within 21 days of being first presented for their consideration, the proposed corrections are considered rejected.

(5) If any document is altered according to the provisions of this section, the county counsel's office will submit an order or resolution to a meeting of the county court, as soon as practicable and without unreasonable delay, which order or resolution will describe the changes made and include the written statement described in subsection (2) of this section.

If this revision meets with your approvals, please sign and date below:

		
Judge Seth Crawford / date	Commissioner Jerry / date Brummer	Commissioner Brian / date Barney

CD/USB records	\$5.00 each
<b>DOCUMENTS PURCHASED - [No Code Compliance Fee]</b>	
Duplication fees	\$0.25/page
Duplication of oversized exhibits	\$5.00/page
Local Appeal Record	\$5.00 per CD/USB
<b>LAND PARTITIONS - [Code Compliance Fee to be Added]</b>	
Land partitioning (Residential, Commercial or Industrial)	
Land partitions (two – three lots)	\$2,000.00
Measure 49 Land Partition	\$1,655.00
Farm partition/forest partition (two – three lots)	\$2,000.00
Property Line Adjustment	\$765.00
Property Line Adjustment with notice	\$850.00
Lot Combining – Uncombining	\$450.00
Final Plat Review	\$170.00
Replat	\$2,000.00
Validation of a unit of land	\$2,000.00
<b>CONDITIONAL USE PERMITS - [Code Compliance Fee to be Added]</b>	
Conditional use permit, administrative (e.g. Dog Kennels, Home Occupations)	\$1,050.00
Conditional use permit, w/hearing (e.g. bed & breakfast; golf course, multi-family residential)	\$2,730.00
Conditional use permit, modification of conditions, administrative	\$500.00
Conditional use permit, modification of conditions w/hearing	\$1,680.00
Conditional use permit – Temporary hardship dwelling	\$390.00
Temporary hardship renewal (every 2 years)	\$30.00
Conditional use – mineral aggregate	\$9,350.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$10,500.00
Non-resource dwelling – conditional use permits	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,625.00
Conditional use permit, Non-farm partition (two to three lots)	\$5,250.00
Conditional use permit, forest dwelling	\$3,360.00
<b>AMENDMENTS - [Code Compliance Fee to be Added]</b>	
Comprehensive plan amendment	\$5,515.00
Comprehensive plan amendment, required goal exception	\$7,720.00
Zone map change, measure 56 notice required	\$5,515.00
Zone map change, if <u>no</u> measure 56 notice required	\$2,760.00
Zone text change, measure 56 notice required	\$4,410.00
Zone text change, if <u>no</u> measure 56 notice required	\$2,760.00
<b>SITE PLAN REVIEWS - [Code Compliance Fee to be Added]</b>	
Site plan review – residential	\$710.00
Site plan review – accessory structure	\$250.00
Site plan review – accessory structure (under 2,000 sq. ft. with no plumbing, electrical, or mechanical)	\$80.00
Site plan review—accessory farm help dwelling	\$1,155.00
Site plan review – accessory farm family dwelling	\$1,155.00
Site plan review – farm dwelling	\$1,155.00

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IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF CORRECTING )  
A SCRIVENER’S ERROR IN THE )  
COUNTY FEE SCHEDULE VIA ) ORDER NO. 2022-29  
CROOK COUNTY CODE 2.52.010 )

WHEREAS, on June 15, 2022, the County Court held a public hearing to consider Order 2022-05 Amendment # 1, revisions to the County Fee Schedule. After affording the public an opportunity to provide testimony, the County Court voted to approve the Order, which was subsequently recorded in the office of the Crook County Clerk; and

WHEREAS, after the document was recorded, the Community Development Department identified a typo in one of the fees they proposed be added. The fee as presented read:

“Site plan review – accessory structure under 200 sq. ft. with no plumbing, electrical, or mechanical \$80.00.”

The correct size limit, however, should have read “under 2,000 sq. ft.”; and

WHEREAS, changing the fee schedule to increase the size of the structure from 200 square feet to 2,000 square feet will not prejudice the general public; and

WHEREAS, the Crook County Code establishes a process for circumstances “When a typo, scrivener’s error, or other such inaccuracy is discovered, and in the opinion of the county counsel such inaccuracy is sufficiently problematic to warrant

being corrected, the county counsel's office will correct the inaccuracy and prepare a new copy of the document;" and

WHEREAS, the scrivener's error ordinance first requires the changes being presented to all three County commissioners, along with a written recommendation from a County attorney that this type of revision does not affect the substance of the original document, and a correction of a typo for which the scrivener's error ordinance was adopted. The three commissioners may each consider the proposed revision for a period of twenty one (21) days. Unless all three commissioners separately determine that the change is not substantive and should be corrected through this process, the proposed revisions are considered rejected; and

WHEREAS, if all three commissioners separately sign and approve the revisions, staff members are thereafter authorized to promulgate the corrected document. In order that the public be kept apprised that this method was utilized, a separate order of the County Court would be prepared and presented at a public meeting, as soon as practicable and without unreasonable delay; and

WHEREAS, on June 22, 2022, the three commissioners were separately provided with the recommendation of the County Counsel that the above-referenced typo could be corrected by the scrivener's error ordinance. A copy of that recommendation is attached to and made a part of this Order. The three commissioners thereafter separately signed and approved the changes, and a corrected version of the fee schedule was recorded in the office of the Crook County Clerk.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Pursuant to Crook County Code 2.52.010, the typo described above has been corrected and recorded, and this Order has been presented at a public meeting held within the requisite timeframe in order to apprise the public.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___