

CROOK COUNTY WORK SESSION

**Administration Conference Room
203 NE Court Street, Prineville, OR**

Tuesday February 28, 2023 at 9 a.m.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 2557 624 5694

Meeting Password: 37qgD2rbpy2

	Requester	Discussion Matter	Packet Docs
1		Public Comment	
2	Bill Elliott	Updated Contract with State Parks BOR program	✓
3	Katie Plumb	Subcontract for Compliance Review and Systems Update	✓
4	Sean Briscoe	Employee Title Change	✓
5	Katie Plumb	Approval of OHA Contract Amendment 12	✓
6	Katie Plumb	Approval of OHA Contract Amendment 13	✓
7	Katie Plumb	Appointments to the Community Health Advisory Council	✓

Requester	Executive Discussion Matter	Packet Docs
------------------	------------------------------------	--------------------

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

February 28, 2023 Work Session Agenda

Exec #1		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	✓
---------	--	--	---

Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

February 28, 2023 Work Session Agenda

AGENDA ITEM REQUEST



Date:

Monday February 13, 2023

Meeting date desired:

February 28, 2023 and March 1, 2023

Subject:

Consent agenda for approving updated contract with State Parks BOR program.

Background and policy implications:

We currently have a contract with them to pay for patrol services in that area and need to update the contract. +

Budget/fiscal impacts:

They will reimburse the county for money spent on patrol services.

Requested by:

Bill Elliott Crook County Sheriff's Office.

Presenters:

Bill Elliott or Sheriff Gautney

Legal review (only if requested):

Eric has already reviewed the document.

Elected official sponsor (if applicable):

N/A

INTERGOVERNMENTAL AGREEMENT

Agreement No. 9314

Law Enforcement Patrol Services at Prineville Reservoir State Park

This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department (OPRD) and Crook County by and through its Sheriff's Office ("CCSO"), each a Party and, together, the Parties.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110, ORS 390.050 and ORS 390.121(4).

SECTION 2: PURPOSE

CCSO shall provide law enforcement patrol services for OPRD at the Prineville Reservoir State Park located in Crook County, Oregon as described in Exhibit A, Statement of Work, which is incorporated herein in its entirety by this reference.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature (Effective Date), and, unless earlier terminated, or extended by amendment, in accordance with the terms of this Agreement, expires on May 31, 2028.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OPRD's Authorized Representative is:

Chris Gerdes, Prineville Park Manager
19020 SE Parkland Drive
Prineville, OR 97754
Cell Phone: 541-233-3010
Email: Chris.Gerdes@oprd.oregon.gov

4.2 CCSO's Authorized Representative is:

Undersheriff Bill Elliott
308 East 2nd Street
Prineville, OR 97754
Phone: 541-447-6398
Email: bill.elliott@crookcountysheriff.org

4.3 A Party may designate a new Authorized Representative by notice to the other Party, as provided by Section 22.

SECTION 5: COMPENSATION AND PAYMENT TERMS

- 5.1 Subject to Section 6 below, OPRD shall compensate the CCSO at the rates for the Work performed based on the provisions set forth below and subject to the terms of this Agreement; provided however that in no event will OPRD pay CCSO any amount over **\$40,000.00 per year**.

Rates paid to CCSO for law enforcement services are as follows:

Rates Per Hour	Services
\$40.00	Seasonal Deputy base rate with payroll deductions
\$60.00	Seasonal Deputy overtime rate with payroll deductions
\$85.00	Regular Deputy overtime rate with payroll deductions

- 5.2 CCSO shall submit a single invoice monthly to OPRD's Authorized Representative within thirty (30) calendar days of the end calendar month. All requests for payment must include documentation of hours worked based on the service schedule described in Exhibit A and the hourly pay rate applicable as laid out in section 5.1 for OPRD to determine conformance with the terms of the Agreement. CCSO must include "**Agreement 9314**" on all invoices and other documents submitted.
- 5.3 OPRD shall pay CCSO within thirty (30) calendar days of receipt of a timely invoice, unless OPRD has reported any discrepancy in which case payment shall be made within thirty (30) calendar days of receipt of a corrected invoice.
- 5.4 OPRD shall pay in the form of a State of Oregon warrant (check) payable to CCSO. OPRD shall send payments to CCSO at the address specified in the invoices.
- 5.5 Parties agree that payment of all operating costs, federal, state, county or city taxes/assessments and any other charges, contributions, or required insurance imposed by law upon employers shall be the responsibility of CCSO. Without limiting the generality of the foregoing, CCSO agrees that it shall remain solely responsible for workers' compensation claims made by its law enforcement employees, notwithstanding that an injury complained of occurs while providing services under this Agreement.
- 5.6 Costs associated with all forms of transportation, vehicles, fuel, all maintenance, etc. used to perform the services under this Agreement are the responsibilities of the CCSO.

SECTION 6: FUNDS AVAILABLE AND AUTHORIZED

CCSO understands and agrees that OPRD's payment of amounts under this Agreement is contingent on OPRD receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make payments under the Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

CCSO represents and warrants to OPRD that:

- 7.1 CCSO is a county duly organized and validly existing under Oregon law. CCSO has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by CCSO of this Agreement; (a) have been duly authorized by CCSO; (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 CCSO'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 CCSO is party or by which CCSO may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by CCSO of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by CCSO and constitutes a legal, valid and binding obligation of CCSO enforceable in accordance with its terms;
- 7.4 CCSO has the skill and knowledge possessed by well-informed members of the industry, trade, or profession most closely involved in providing the services under this Agreement, and CCSO shall apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 CCSO shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by CCSO.

SECTION 8: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of or relating to this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration ONLY) to resolve the dispute short of litigation.

SECTION 9: 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 OPRD or any other agency or department of the State of Oregon, or both, and CCSO that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of 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, to or from any Claim or from the jurisdiction of any court. CCSO, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: RESERVED

SECTION 11: CONTRIBUTION

- 11.1** 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 (a Third Party Claim) against a Party (the Notified Party) with respect to which the other Party (the Other Party) may have liability, the Notified Party shall 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 a 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.
- 11.2** With respect to a Third Party Claim for which OPRD is jointly liable with CCSO (or would be if joined in the Third Party Claim), OPRD 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 CCSO in such proportion as is appropriate to reflect the relative fault of OPRD on the one hand, and of CCSO on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OPRD on the one hand, and of CCSO on the other hand, shall be determined by OPRD 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. OPRD'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.
- 11.3** With respect to a Third Party Claim for which CCSO is jointly liable with OPRD (or would be if joined in the Third Party Claim), CCSO 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 OPRD in such proportion as is appropriate to reflect the relative fault of CCSO on the one hand, and of OPRD on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CCSO on the one hand, and of OPRD on the other hand, shall be determined by OPRD

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. CCSO'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.

- 11.4** CCSO shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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 CCSO's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 12: CCSO DEFAULT

CCSO shall be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** CCSO fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 12.2** Any representation, warranty, or statement made by CCSO in this Agreement or in any documents or reports relied upon by OPRD to measure the delivery of services, the expenditure of funds, or the performance by CCSO is untrue in any material respect when made;
- 12.3** CCSO: (a) 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; (b) admits in writing its inability, or is generally unable, to pay its debts as they become due; (c) makes a general assignment for the benefit of its creditors; (d) is adjudicated a bankrupt or insolvent; (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (g) 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 (h) takes any action for the purpose of effecting any of the foregoing;
- 12.4** A proceeding or case is commenced, without the application or consent of CCSO, in any court of competent jurisdiction, seeking: (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of CCSO; (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of CCSO or of all or any substantial part of its assets; or (c) similar relief in respect to CCSO 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 (60) consecutive days, or an order for relief against CCSO is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); or
- 12.5** CCSO fails to maintain a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that meets the requirements established by Oregon Laws 2017, Chapter 212, Section (2). CCSO agrees that it will maintain this

policy and practice for the duration of the Agreement and that it will certify to the existence and maintenance of this policy and practice. CCSO recognizes that this is a material term of this Agreement.

SECTION 13: OPRD DEFAULT

OPRD will be in default under this Agreement if OPRD fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

- 14.1** In the event CCSO is in default under Section 12, OPRD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17; (b) requiring CCSO to perform, at CCSO's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement; (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and OPRD may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 14.2** In the event OPRD is in default under Section 13 and whether or not CCSO selects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OPRD terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, CCSO's sole monetary remedy will be a claim for unpaid invoices for Work performed within the limits set forth in this Agreement but not yet invoiced. In no event will OPRD be liable to CCSO for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to CCSO exceed the amount due to CCSO under this Section 14.2, CCSO shall promptly pay any excess to OPRD.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to CCSO under this Agreement, or any other agreement between OPRD and CCSO, exceed the amount to which CCSO is entitled, OPRD may, after notifying CCSO in writing, withhold from payments due CCSO under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. OPRD may alternatively request prompt repayment of any overpayments from CCSO.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

- 17.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OPRD may terminate this Agreement as follows:

- 17.2.1** Upon thirty (30) calendar days advance written notice to CCSO;
- 17.2.2** Immediately upon written notice to CCSO, if OPRD fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OPRD's reasonable administrative discretion, to perform its obligations under this Agreement;
- 17.2.3** Immediately upon written notice to CCSO, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that OPRD's performance under this Agreement is prohibited or OPRD is prohibited from paying for its obligations under the agreement from the planned funding source;
- 17.2.4** Immediately upon written notice to CCSO, if CCSO is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to CCSO; or
- 17.2.5** As otherwise expressly provided in this Agreement.

17.3 CCSO may terminate this Agreement as follows:

- 17.3.1** Immediately upon written notice to OPRD, if CCSO fails to receive funding, or expenditure authority at levels sufficient in CCSO's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.3.2** Immediately upon written notice to OPRD, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that CCSO's performance under this Agreement is prohibited or CCSO is prohibited from paying for such performance from the planned funding source;
 - 17.3.3** Immediately upon written notice to OPRD, if OPRD is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to OPRD; or
 - 17.3.4** As otherwise expressly provided in this Agreement.
- 17.4** Upon receiving a notice of termination of this Agreement, CCSO shall immediately cease all activities under this Agreement, unless OPRD expressly directs otherwise in such notice. Upon termination, CCSO shall deliver to OPRD all documents, information, works-in-progress, work product, and other property that are or would be deliverables under the Agreement. And upon OPRD's reasonable request, CCSO shall surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by CCSO under this Agreement.

SECTION 18: INSURANCE

CCSO agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS Chapter 30.

SECTION 19: HEADINGS

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

SECTION 20: RESERVED

SECTION 21: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

SECTION 22: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Email Notices are deemed delivered to recipient when emailed.

Parties agree to respond to each other's communications in a timely manner.

SECTION 23: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 11, 15, 16, and 23 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 24: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 25: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 26: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

SECTION 27: INDEPENDENT CONTRACTORS

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

SECTION 28: INTENDED BENEFICIARIES

OPRD and CCSO are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OPRD may terminate this Agreement upon written notice to CCSO if it determines that any failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSIONS IN INTEREST

CCSO may not may not assign or transfer its interest in this Agreement without the prior written consent of OPRD, and any attempt by CCSO to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OPRD's consent to CCSO's assignment or transfer of its interest in this Agreement will not relieve CCSO of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

CCSO shall not, without OPRD's prior written consent, enter into any subcontracts for any of the work required of CCSO under this Agreement. OPRD's consent to any subcontract will not relieve CCSO of any

of its duties or obligations under this Agreement. If CCSO determines the need to subcontract for these services, an amendment must be processed prior to subcontractor start of work.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in CCSO's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

CCSO shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, CCSO shall maintain any other records, books, documents, papers, plans, records of shipments, and payments and writings of CCSO, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document CCSO's performance. All financial records, other records, books, documents, papers, plans, records of shipments, payments, and writings of CCSO, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as Records. CCSO acknowledges and agrees that OPRD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. CCSO shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, CCSO shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Statement of Work).

SECTION 36: CERTIFICATIONS

Any individual signing on behalf of CCSO hereby certifies and swears under penalty of perjury: (a) CCSO is not subject to backup withholding because (i) CCSO is exempt from backup withholding, (ii) CCSO has not been notified by the IRS that CCSO is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified CCSO that CCSO is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of CCSO, s/he has authority and knowledge regarding CCSO's payment of taxes, and to the best of her/his knowledge, CCSO is not in violation of any Oregon tax

laws. For the purposes of this certification, "OREGON tax laws" means a state tax imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) CCSO is an independent contractor as defined in ORS 670.600; and (d) CCSO has a policy of preventing sexual harassment, sexual assault, and discrimination against employees who are a member of a protected class that includes, at a minimum, the requirements established by Oregon Laws 2017, Chapter 212, section (2), including: written notice to each employee that clearly prohibits and specifies disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or discrimination against any member of a protected class; a clear process that enables an employee that experiences or witnesses conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class to report and stop the conduct; a clear process that guides the CCSO in responding to a report, resolving the issues identified in the report, and disciplining employees who engaged in proscribed conduct; a regular written procedure for submitting a report that identifies the specific individuals to whom an employee may submit the report and the individuals who have responsibility for resolving issues identified in the report; a practice of treating as confidential, to the extent permitted by law, any report that an employee makes; a prohibition against retaliating against an employee who experiences or witnesses, and reports, conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class; a prohibition against discrimination in providing benefits to an employee or a dependent of the employee based on the employee's membership in a protected class or the membership of the employee's dependent in a protected class; and a prohibition on denying benefits to an employee or a dependent of the employee based solely on the employee's gender identity or the gender identity of the employee's dependent, if the prospective contractor provides health insurance or health care benefits. CCSO certifies that it will maintain the policy and practice in force during the entire term of this Agreement.

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon Parks and Recreation Department (OPRD)

Name, Title

Date

Crook County Sheriff's Office

Name, Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved via Email by Anika E Marriot AAG- Natural Resources Section 1/12/2023 8:24 PM

EXHIBIT A STATEMENT OF WORK

1. BACKGROUND

OPRD requests law enforcement assistance from the CCSO for coverage at the Prineville Reservoir and surrounding OPRD managed federal properties. This Agreement authorizes CCSO law enforcement and intervention services for the Prineville Reservoir State Park and U.S. Department of the Interior, Bureau of Reclamation ("BOR") lands surrounding the reservoir.

2. SCOPE

CCSO shall provide a minimum of one seasonal deputy sheriff each year for the time periods listed in Section 3.3 of this Statement of Work (Service Schedule) below. CCSO may provide additional seasonal or permanent deputies if such services will not exceed the annual budget amount in Section 5 of the Agreement.

3. CCSO OBLIGATIONS

3.1 General Requirements. CCSO shall:

- Perform law enforcement assistance coverage at the locations set forth below in subsection 3.2 ("Services") in accordance with all requirements in this Agreement, including but not limited to this Section 3 of the Statement of Work, and in a way that conforms to relevant industry standards;
- Provide all equipment, labor, materials, and supplies necessary to complete the Services; and
- Keep a record of the Services performed, including sufficient detail to substantiate invoices.

The primary focus of law enforcement coverage will be visitor safety; the enforcement of state park rules under the Oregon Administrative Rules (OAR) 736-015-0010 through -0030, and OAR 736-016-0010 through -0020, Oregon Revised Statutes (ORS) and the Crook County code section 16.08.

3.2 Service Locations.

Prineville Reservoir State Park, Jasper Point campground and surrounding property including Social Security Beach, County boat ramp, all properties on the North Road and State Wildlife Area to the Paulina Hwy, Big Bend campground, Powder House Cove, Bear Creek and all accessible federal properties on the south shore of Roberts Bay.

3.3 Service Schedule.

The Services must cover the peak use periods within the season (Memorial weekend through Labor Day weekend) including federal holidays that fall on other days not scheduled. Coverage seven days a week is preferable. If this is not possible, the minimum coverage for one deputy shall include: Fridays, Saturdays and Sundays 4:00 PM - 2:00 AM and 2:00 PM - 12:00 AM on Thursdays. If multiple deputies are hired, they will work overlapping shifts to provide as much coverage as possible. Permanent deputies may supplement the schedule at an overtime rate if necessary. The schedule before and after Memorial Day and Labor Day will be coordinated between OPRD Park Manager and CCSO based on seasonal visitor use patterns.

It is expected that deputies will remain on duty into overtime status only in situations such as emergencies or visitor safety, or both.

3.4 **Work Assignment.**

CCSO shall assign a minimum of one Deputy Sheriff to cover the schedule coordinated between OPRD Park Manager and CCSO. The scheduled covering Officer must be a sworn peace Officer with the appropriate training to enforce state park rules under the applicable OAR's, ORS's and the Crook County code section 16.08.

CCSO shall email Service Schedules to the OPRD Park Manager on a monthly basis or more often when changes to the schedule are made.

3.5 **Enforcement.** CCSO enforcement shall include but are not limited to the following:

- Verbal warnings,
- Written personal notices of exclusions,
- Violation notices (citations), and
- Arrests.

3.6 **Intervention.** CCSO shall provide on-site assistance including:

- Resolving disputes,
- Promoting positive visitor interaction,
- Traffic control,
- Campground and day use patrols in vehicles or on foot,
- Regulation enforcement, and
- Emergency response.

3.7 **Outcomes.** To measure effective outcomes, the following actions are required:

- CCSO shall submit monthly activity reports on any enforcement contacts and incidents. Pre-season meeting will be held every May with CCSO, OPRD staff, and CCSO marine deputies for orientation and to discuss coverage, coordination with Prineville Reservoir Park staff, potential trouble areas and expectations of enforcement.
- CCSO and OPRD shall meet for a debriefing assessment each September to include evaluation and recommendations for future enforcement activities.

3.8 **Deliverables.**

3.8.1 Monthly Reports: CCSO shall submit monthly activity reports with monthly invoices to the Park Manager for review and approval. All reports should be submitted within thirty (30) calendar days after the end of the applicable month.

Reports will be in the form of a monthly report sheet in a Word or Excel format. Logs must contain, at a minimum, the following information in detail:

- Month, days worked, hours worked, including the name or number of the patrol deputy assigned;
- Contacts made;
- Warnings and violation notices issued;
- Written personal notices of exclusion issued; and
- Arrests made.

3.8.2 End of Season Summary Report: CCSO shall provide OPRD with an end of season statistical summary of all monthly activity reports submitted. This report will be used to identify problem areas and assess future needs for enforcement coverage. All seasonal reports should be submitted within thirty (30) calendar days after season end.

4. OPRD OTHER OBLIGATIONS

4.1 Access

OPRD authorizes CCSO to access OPRD property listed in Exhibit A, Section 3.2 Service Locations.

4.2 Meetings

Upon CCSO request, OPRD will participate in law enforcement related meetings organized and conducted by CCSO. Parties agree to respond to each other's communications in a timely manner.



AGENDA ITEM REQUEST

Date:

2/21/2023

Meeting date desired:

2/28/2023

Subject:

Subcontract for Compliance Review and Systems Update

Background and policy implications:

CCHD undergoes multiple reviews and audits for policy compliance. This project seeks to build department infrastructure through implementation of PowerDMS and adds capacity to review/update policies & procedures.

Budget/fiscal impacts:

This project is grant funded by Public Health Modernization. Expenditure of these funds is important prior to June 30, 2023. If we do not spend them, they will go back to the state.

Requested by:

Katie Plumb | Health & Human Services Director |
kplumb@crookpublichealthor.gov | 541-447-5165

Presenters:

Katie Plumb | Health & Human Services Director, Stephanie O'Neal |
Modernization Manager, Kim Fox | Clinic Supervisor

Legal review (only if requested):

Legal is reviewing all documents and drafting subcontract

Elected official sponsor (if applicable):

N/A

Total Proposal Score: 18³

Rank if more than one:

**Public Health Modernization
Compliance Consultant Solicitation
Proposal Review February 2023**

Proposer Name	Melissa Scaramuzzo
Reviewer Name	Joe Stephens
Date	02/07/23

Discussion Points

1. Budget and Project Timeline (5 total possible points)

- a. Are budget categories reasonable?
- b. Are budgeted expenses reasonable?
- c. Is the timeline reasonable and achievable?

0 1 2 3 4 **5**

2. Relevant Experience (4 total possible points)

- a. Do they have the kind of experience we need?
- b. Can they do the job?

0 1 2 3 **4**

3. Scope of Basic Services (5 total possible points)

- a. Is their proposal reasonable to achieve our project goals?
- b. Do you like how they propose to conduct the project?
- c. Is it clear what we will be expected to do to help coordinate?

0 1 2 3 4 **5**

4. Campaign reach (5 total possible points)

- a. Will we be able to reuse/adapt campaign materials for future use for Central Oregon partners?
- b. Is the campaign appropriate for the target audience (low-income Central Oregon adults)?

0 1 2 3 **4** 5

5. What additional questions do you have for the proposer?

What materials and supplies will be needed or utilized to help complete this project, was there a list of that breakdown in the proposal?



CROOK COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

Health and safety for everyone in Crook County

375 NW Beaver St., Suite 100 Prineville, OR 97754

Telephone: (541) 447-5165 Fax (541) 447-3093

<https://co.crook.or.us/health>



Solicitation

Crook County Health Department

Crook County, a political subdivision of the State of Oregon, is seeking price quotes for a marketing services professional to advance chronic disease prevention programs in the Central Oregon region. This solicitation is made pursuant to ORS 279B.070.

Background

Crook County is a rural county in Central Oregon consisting of the towns of Prineville, Powell Butte, Post, and Paulina. According to the 2020 United States Census Bureau, Crook County is an area of 2,979 miles of land and contains 24,764 persons. The population of the county has grown by 18.05% since the 2010 Census, and many neighboring communities in Central Oregon have also experienced a significant population increase. More than 91% of Crook County' population is classified as White, and 8% is classified as Hispanic/Latino.

According to the United States Census Bureau the median household income of the county, in 2020 dollars, was \$59,000. For comparison, the median household income in the neighboring Deschutes County was \$68,937. Approximately 10% of the population living in Crook County falls below the poverty line. 32.92% of the population 25 years and older have graduated high school, while 28.14% have some college education with no degree.

According to Data USA, the most common jobs held by residents of Crook County are office and administrative support roles (1,258 people), construction and extraction occupations (773 people), and sales and related roles (720 people). Many residents commute to Bend and other neighboring cities for higher paying work opportunities. Additionally, many residents choose to own homes in Crook County and work in higher paying regions because the median home price is significantly lower by comparison.

Prineville is the oldest town in Central Oregon with logging and railroad roots. In 2010, Facebook broke ground on a data center in Prineville and has continuously expanded their facilities ever since. The Prineville Facebook Data Center is currently the largest of all of Facebook's data facilities at 4.6 million square feet. Apple has also built smaller data centers in Prineville with plans to expand.

A communications survey was conducted by the Crook County Health Department in 2018-2019 with 72 surveys received from individuals who utilize department services. A majority, 62.5%, of respondents were WIC clients, clients of a federal supplemental nutrition program for women, infants, and children. 90% of those surveyed have access to the internet. Nearly all, 86.1% of respondents, report visiting the Crook County Health Department Facebook Page "Never" or "Not Very Often."

Currently, Crook County Health Department communicates with the public and publishes useful information utilizing Facebook, Instagram, and the county website, with most social media efforts directing users back to the Health Department website. Survey respondents were recently given the opportunity to vote in favor for the means of communication that they would prefer to be contacted through to hear about events. 61% favored text message, 45% Facebook, 30% email, and 26% website. Instagram, Radio, and Newspaper were favored by less than 5% of respondents.

The Crook County Health Department does not have an individual dedicated solely to marketing and communications. Currently, there is a staff member who is responsible for most of the social media design and all website & social media updating. If a staff member wishes to make a post or update website information, they must submit a document through the Health Department's Basecamp profile. From there, submitted posts must be approved by a member of department leadership and can then be uploaded by our staff member.

With a population of 8% Latinx/Hispanic, the Health Department receives many clients whose first language is not English. The Health Department is hoping to hire someone who is bilingual in Spanish in the near future, however currently any translations for Spanish that are requested need to be formally submitted to the WIC coordinator, who sends them to get translated. This can take multiple weeks to get translated, and oftentimes social media posts are not created in time to go through this process. It is a priority of the Health Department to engage these audiences as well as other underserved populations including LGBTQ+, disabled, and more.

The Crook County region can be classified as predominately politically conservative with 73.1% of residents voting for Republican candidate Donald Trump in the 2020 election, 24.6% voting for Democratic candidate Joe Biden, and 1.5% voting for Libertarian candidate Jo Jorgensen. With this combination of political, ethnic/racial, and LGBTQ+ backgrounds, Crook County Health Department wants to meet the community where they are to effectively support health.

- Sources utilized for background information:
 - [Cancer Screening Report](#)
 - [Deschutes County Census Bureau QuickFacts](#)
 - [Crook County Census Bureau QuickFacts](#)
 - [Data USA: Crook County](#)
 - [Facebook Data Center Prineville](#)

Project Needs

Communicate effectively with Crook County Health Department staff and public health partners in the county to discuss campaign options. The final products must be accessible to Crook County Health Department staff upon completion.

- I. **Accessibility** (literacy levels, language, identity inclusion, ability, colors & font, captions for videos)
- II. **Cultural responsiveness:** Inclusivity of different races, languages, social classes, etc. in a respectful way to engage all variety of people in the community.
- III. **Equity Plan:** outside of the box ideas for reaching minority groups who may need translation or better accessibility to resources without the ability to access a computer. ... ie. – text features
- IV. **Website design consultation:** We are seeking design expertise to ensure that users can

effectively access information via our website when using mobile devices

- V. **Social Media** Develop and implement a process and training for staff that would increase social media content and sustainability. Develop branding parameters for social media content that can be sustainably implemented.
 - a. **Increase Social Media traffic/engagement**
 - b. **Links to website to drive traffic to CCHD page – Purpose of content is to drive people to seek more information by visiting website or calling coordinator.**
- VI. **Text message outreach:** Develop system for implementing text message outreach to clients and the general public
- VII. **Support the updating of CCHD Communications & Equity Plans to integrate new processes and systems for client outreach and support.**
- VIII. **Measurements of success:** Data and analytics tracking implemented from beginning to end.

Project Resources

This project is funded by monies granted from Oregon Health Authority to support [Public Health Modernization](#). Communications is a foundational capability for governmental public health. Foundational capabilities are the knowledge, skills, and abilities needed to successfully implement foundational programs. The [Oregon Public Health Modernization Manual](#) outlines the vision, core system functions, roles, deliverables, and critical tools and resources for communications as a foundational capability.

The budget for this project is ≤\$25,000. These funds can be used for personnel, materials and supplies, travel, media buys, content development, and other resources that contribute to achieving the goals of this project.

Timeline:

February 3, 2023 5:00 pm	Project Proposals Due to Crook County Proposals should include: <ul style="list-style-type: none"> • proposed timeline and activities to complete project • evaluation plan • examples of past work meeting needs like this project • and proposed budget ≤\$25,000
February 9, 2023 12:00 pm	Notification to Contractors
June 30, 2023	End of project

NOTES:

1. All proposals submitted in response to this Solicitation shall become the property of Crook County and may be utilized in any manner and for any purpose by Crook County. Be advised that proposals and all documents submitted in response to this Solicitation are subject to public disclosure as required by applicable state and/or federal laws.
2. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be **red**, and

the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Crook County will endeavor to resist disclosure of properly identified portions of the proposals. Please do not mark the entire proposal as confidential.

3. Proposals must include a proposed scope of services and fee schedule. It is expected that the compensation for the awarded contract shall not exceed \$25,000 or the agreed upon budget.
4. Proposals must include a statement whether the bidder is an Oregon resident bidder pursuant to ORS 279A.120(1), and if so, the bidder's Oregon address.
5. The successful proposing firm will be engaged as an independent contractor, and not as an employee. The successful proposing firm will be responsible for providing all tools, equipment, and personnel necessary to complete the project. No employee benefits or workers compensation coverage will be provided by the County.
6. This is not a public works contract subject to ORS 279C.800 et seq. or the Davis-Bacon Act (40 U.S.C. 276A).
7. All of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Solicitation.
8. No bid security is required.
9. If a contract is awarded, the County shall award the contract to the offeror whose quote or proposal will best serve the interest of the county, taking into account price as well as considerations, including, but not limited to, experience, expertise, suitability for a particular purpose and contractor responsibility.
10. All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.
11. By submitting a proposal, the offeror certifies that, to the best of its knowledge, it is not in violation of any tax law of the State of Oregon.
12. The successful proposing firm shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Solicitation, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of the firm.

To be considered for this solicitation, proposals must be received no later than 5:00 p.m. on February 3, 2023, either delivered in person, mailed to or e-mailed to **Katie Plumb**.

Contact **Katie Plumb** with any questions or clarifications for proposals:

Katie Plumb
 Public Health Director
 Crook County Health Department
 375 NW Beaver Street Suite 100
 Prineville, OR 97754
 Office: 541-447-5165
 Cell: 541-233-9177
kplumb@crookpublichealthor.gov

RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions:

- a) Issue addenda.
- b) Request additional information and/or clarification from bidder(s).
- c) Permit the timely correction of errors and waive minor deviations.
- d) Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation.
- e) Withdraw the Solicitation.
- f) Extend the time for submittal of proposals.
- g) Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in delivering the goods and services desired by the County.
- h) Take whatever other action it deems best in its interest.
- i) The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria.
- j) To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.
- k) The request for bids does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation.
- l) All proposals and bids shall become the property of the County and will not be returned to the bidder.
- m) This invitation does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any services or supplies. The County reserves the right to accept or reject any or all responses to the invitation, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel the request for bids, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this invitation are entirely voluntary and made with this knowledge.
- n) It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

Total Proposal Score: 18

Rank if more than one:

**Public Health Modernization
Compliance Consultant Solicitation
Proposal Review February 2023**

Proposer Name	Melissa Scaramuzzo
Reviewer Name	Stephanie O'Neal
Date	02/02/23

Discussion Points

1. Budget and Project Timeline (5 total possible points)

- a. Are budget categories reasonable?
- b. Are budgeted expenses reasonable?
- c. Is the timeline reasonable and achievable?

0 1 2 3 4 5

2. Relevant Experience (4 total possible points)

- a. Do they have the kind of experience we need?
- b. Can they do the job?

0 1 2 3 4

3. Scope of Basic Services (5 total possible points)

- a. Is their proposal reasonable to achieve our project goals?
- b. Do you like how they propose to conduct the project?
- c. Is it clear what we will be expected to do to help coordinate?

0 1 2 3 4 5

4. Campaign reach (5 total possible points)

- a. Will we be able to reuse/adapt campaign materials for future use for Central Oregon partners?
- b. Is the campaign appropriate for the target audience (low-income Central Oregon adults)?

0 1 2 3 4 5

5. What additional questions do you have for the proposer?

What materials and supplies will be needed or utilized to help complete this project, was there a list of that breakdown in the proposal?

**WM Consulting's
Policy and Workflow Review Project Proposal for
Crook County Health Department**

Katie Plumb

*Public Health Director
Crook County Health Department
375 NW Beaver Street Suite 100
Prineville, OR 97754
Office: 541-447-5165
kplumb@crookpublichealthor.gov*

Ms. Plumb,

As communities grow and develop, modernization efforts in all areas of government programs are key to continuing to provide high quality and relevant services to their members. Over the next decade, the community of Crook County is slated to grow and develop significantly, in response to the growth rates that are being seen throughout all Central Oregon communities. As a result, it will be imperative for agencies such as the Crook County Health Department to continue to improve upon the great modernization efforts already made, to continue caring for their community in a meaningful and effective way.

Melissa Scaramuzzo, of WM Consulting (*which is owned by an Oregon resident bidder pursuant to ORS 279A.120(1) at 967 NE 2nd St., Prineville, OR 97754*) would like to offer a proposal to support these ongoing modernization efforts. For the past fifteen years, I have been working in the healthcare field as a provider, auditor and as an administrator. These roles have allowed for the development of skills such as policy development, documentation review, audit prep, electronic administrative system implementation and workflow analysis, ensuring that my clients' systems are up-to-date, compliant, efficient and effective pursuant to State, Federal and Grant requirements.

My role is to provide support that allows for the analysis of my clients' current systems in relation to their goals, provide recommendations and support for achieving those goals and then provide final analysis and support regarding progress made. My experience includes having worked with large agencies, sole proprietors, start-up companies and small agencies to provide support around preparing for site reviews, updating or creating policies and procedures as well as implementing electronic administrative systems and workflows.

Thank you for considering WM Consulting's proposal. I look forward to discussing how WM Consulting and the Crook County Health Department may be able to work together for the good of our community.

Sincerely,

Melissa Scaramuzzo

*WM Consulting
A: 967 NE 2nd St., Prineville, OR 97754
P: (541) 788-2452*

WM Consulting's Policy and Workflow Review Project Proposal for Crook County Health Department

Examples of Past Work:

Melissa Scaramuzzo, of WM Consulting, has a decade of experience working on projects such as this one. Examples of similar past projects include:

- 2018-Present: working with Muzzo Chiropractic to develop policies, procedures and systems to ensure compliance with state and federal regulations as well as ensure smooth operations of the business.
- 2021: worked for Apex Soccer Club to develop policies and procedures when they started their new club.
- 2019-2021: worked with Choices Recovery Services to prepare for audits from Pacific Source Community Solutions as well as the State of Oregon. Duties included a complete review of their initial policies and procedures as well as updating said policies and procedures to ensure compliance with State, Federal and Grant/Program requirements. They also included reviewing chart documentation, interviewing staff/clients and setting up procedural systems to ensure continued compliance. In addition, the project included reviewing and implementing two new Electronic Health Record (EHR) Systems.
- 2018-2021: worked with Deschutes County Health Services to provide support in conducting internal audits to prepare for Local, State and Federal site reviews. Also worked to develop and update policies and procedures to ensure compliance with the latest requirements.
- 2012-2018: worked as the Quality Assurance and Improvement Manager for Lutheran Community Services Northwest. Projects, during this time, included preparing for Pacific Source and Oregon State site review audits. This involved interviewing staff and patients, combing through financial records, examining paper/electronic chart documentation as well as written policies and procedures and reviewing actual processes that were occurring. In addition, the position included reviewing and implementing three new Electronic Health Record (EHR) Systems and developing an internal audit review tool to ensure high quality services were being provided.

WM Consulting's
Policy and Workflow Review Project Proposal for
Crook County Health Department

Proposed Activities and Timelines to Complete the Project:

Clinic Policies and Procedures:

<u>Timeline</u>	<u>Task</u>
March 10 th , 2023	<ul style="list-style-type: none"> Identify current and active policies and procedures. Review Oregon Public Health Modernization Manual. Complete the necessary training for the PowerDMS system.
May 31 st , 2023	<ul style="list-style-type: none"> Review and update all current and active policies and procedures alongside state, federal and grant regulations to ensure alignment and compliance. Upload all compliant policies and procedures into PowerDMS to ensure complete staff access. Create and implement a safeguard to ensure that staff are reading and understanding the policies and procedures. Build workflows to ensure that policies and procedures are reviewed and understood by staff, on the required schedule. Build workflows to ensure that policies and procedures are reviewed and updated by the appropriate staff on the required schedule.
June 9 th , 2023	<ul style="list-style-type: none"> Provide staff with access to the policies and procedures.
June 23 rd , 2023	<ul style="list-style-type: none"> Complete final testing of all systems and workflows to ensure project goals are met.

Clinic, Lab and Front Desk Audit:

<u>Timeline</u>	<u>Task</u>
March 10 th , 2023	<ul style="list-style-type: none"> Identify audit criteria (either by using current audit tools provided by the authorities (State of Oregon, Grantors, etc.) or by using past audit tools/past audit results forms).
April 14 th , 2023	<ul style="list-style-type: none"> Conduct "Initial Internal Audit" by reviewing processes, practices and documents to identify status of compliance with all audit requirements.
April 28 th , 2023	<ul style="list-style-type: none"> Provide Public Health Director with report detailing the status of compliance for each aspect of the review as well as recommendations for improving compliance moving forward.
June 2 nd , 2023	<ul style="list-style-type: none"> Work with Public Health Director to provide contracted support in bringing the processes, practices and documents into compliance.
June 16 th , 2023	<ul style="list-style-type: none"> Conduct a "Final Internal Audit" to ensure areas of non-compliance have come into compliance.
June 23 rd , 2023	<ul style="list-style-type: none"> Provide Public Health Director with final report regarding the results of the Final Internal Audit.

**WM Consulting's
Policy and Workflow Review Project Proposal for
Crook County Health Department**

Note: Will meet with Public Health Representative to provide support with the creation and/or revision of sound internal controls and intuitive systems to monitor the adherence of lab protocols.

Evaluation Plan:

- Initially, the Public Health Director or other identified Crook County Health Department Public Health Representative (hereto forth referred to as Public Health Representative) and contractor will meet to discuss agreed upon deliverables for each aspect of the project.
- Ongoing, the Public Health Representative and contractor will meet twice monthly (or more frequently, if agreed upon) to review project progress and problem-solve any barriers to the project's progress.
- **Policies and Procedures:**
 - Twice monthly meetings to ensure timelines and deliverables are being met.
 - Tests will be implemented at checkpoints, to ensure everything is working properly. For example...
 - When policies and procedures are uploaded into the PowerDMS system, the Public Health Representative will review to ensure they are accessible.
 - When the safeguard is created, the Public Health Representative will review it to ensure it is working properly and accurately measures staff understanding of the policies and workflows.
 - Workflows built into PowerDMS will be tested to ensure accuracy.
- **Clinic, Lab and Front Desk Audit:**
 - Twice monthly meetings with Public Health Representative to ensure timelines and deliverables are being met.
 - Two audit reports will be provided, upon completion of the audits conducted. The first will be submitted after completion of the initial audit review and the second will be submitted after completion of the final audit review.

**WM Consulting's
Policy and Workflow Review Project Proposal for
Crook County Health Department**

Proposed Budget:

<u>Budget Item</u>	<u>Amount</u>
Personnel	\$24,000.00
<ul style="list-style-type: none"> <i>\$100.00 / hour x 15 hours per week x 16 weeks = \$24,000.00</i> 	
Materials / Supplies	\$6,000.00
Total	\$30,000.00



AGENDA ITEM REQUEST

Date:

Feb. 21, 2023

Meeting date desired:

Feb. 28, 2023

Subject:

Employee Title Change

Background and policy implications:

With the newly added responsibilities to the Cataloging position at the Crook County Library, the Library would like to formally request a job title change for their cataloging librarian position. This change in title would more accurately reflect the type of work that is performed and the additional responsibility. The title change would be from "Cataloging Librarian Specialist" to "Technical Services Librarian". This would not have any effect on class or pay.

Budget/fiscal impacts:

N/A

Requested by:

Sean Briscoe, Co-Interim Director & Public Services Manager, Crook County Library

Presenters:

Sean Briscoe, Co-Interim Director & Public Services Manager, Crook County Library

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A



AGENDA ITEM REQUEST

Date:

2/21/2023

Meeting date desired:

2/28/2023 Work Session and/or 3/1 Court

Subject:

Seeking approval of OHA contract amendment 12

Background and policy implications:

Agreement #169507 between Oregon Health Authority (OHA) and Crook County provides the financing of public health services for the 2021-2023 biennium.

Budget/fiscal impacts:

The Twelfth Amendment documents part of the fiscal year 2022 reconciliation process conducted at OHA. Several of our programs were under-spent at the end of FY22 (June 30, 2022): PE13-01, 42-14, 44-01, 44-02, 50, and 62 due to being under-staffed. OHA decreased our contract by the amount we were under-spent to balance out the award. Additionally, if any grant funds could be carried over into FY23, those were added back into the contract (PE13-01). Program budgets have been amended accordingly and approved by OHA.

Requested by:

Katie Plumb | Health & Human Services Director |
kplumb@crookpublichealthor.gov | 541-447-5165

Presenters:

Katie Plumb | Health & Human Services Director

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

N/A



Agreement #169507

**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 for (FY22);

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. This Amendment is effective on October 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Section 1 of Exhibit C of the Agreement entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Agreement.
 - b. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY23)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” for (FY22) is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. 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.

7. 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 September 19, 2022, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Lynn Marie Blankenship (or designee)

Title: LPHA Fiscal and Contracts Analyst

Date: _____

**Attachment A
Financial Assistance Award (FY22)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date	This Action
	Thursday, June 30, 2022	Amendment
	3) Award Period	FY 2022
	From July 1, 2021 through June 30, 2022	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,827.00	\$0.00	\$27,827.00
PE01-07	ELC ED Contact Tracing	\$48,810.00	\$0.00	\$48,810.00
PE01-08	COVID Wrap Direct Client Services	\$2,104.00	\$0.00	\$2,104.00
PE01-09	COVID-19 Active Monitoring - ELC	\$185,097.00	\$0.00	\$185,097.00
PE01-10	OIP - CARES	\$40,932.00	\$0.00	\$40,932.00
PE04-02	Community Chronic Disease Prevention	\$14,647.00	\$0.00	\$14,647.00
PE10-02	Sexually Transmitted Disease (STD)	\$26,452.00	\$0.00	\$26,452.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$61,753.00	\$0.00	\$61,753.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,254.00	(\$75,029.00)	\$50,225.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$40,480.00	\$0.00	\$40,480.00
PE40-01	WIC NSA: July - September	\$50,023.00	\$0.00	\$50,023.00
PE40-02	WIC NSA: October - June	\$145,827.00	\$0.00	\$145,827.00
PE40-05	Farmer's Market	\$2,252.00	\$0.00	\$2,252.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,089.00	\$0.00	\$2,089.00

4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
PE42-04	MCAH Babies First! General Funds	\$6,678.00	\$0.00
PE42-06	MCAH General Funds & Title XIX	\$3,919.00	\$0.00
PE42-11	MCAH Title V	\$20,480.00	\$0.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00
PE42-14	Home Visiting	\$41,650.00	(\$14,810.00)
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,315.00	\$0.00
PE43-06	CARES Flu	\$0.00	\$0.00
PE44-01	SBHC Base	\$60,000.00	(\$10,011.00)
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	(\$91,195.00)
PE46-05	RH Community Participation & Assurance of Access	\$16,080.00	\$0.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	(\$3,135.00)
PE51-01	LPHA Leadership, Governance and Program Implementation	\$58,210.00	\$0.00
PE51-03	ARPA WF Funding	\$0.00	\$0.00
PE62	Overdose Prevention-Counties	\$113,777.00	(\$62,218.00)
		\$1,259,669.00	(\$256,398.00)
			\$1,003,271.00

5) Foot Notes:	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-01	
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-02	12/2021: December grant adjustment for one-time funding.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE40-05	
PE42-11	6/2022 - indirect rate maximum is 10%
PE42-12	6/2022: indirect rate maximum is 10%
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

6) Comments:	
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2022: rollover unspent funds from FY22 to FY23; 9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2022: rollover unspent funds from FY22 to FY23; 9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2022: rollover unspent funds from FY22 to FY23; 9/2021: Rollover of Unspent funds 166,620 from FY21 to FY22
PE04-02	09/2022: De-obligate the amount based on the SFY22 final R&E report
PE10-02	1/2022: Funds must be spent by 06/30/22
PE12-01	06/2022 SFY22 De-obligation of unspent funds 10/2021: SFY22 award of unspent funds from SFY21 - must be spent by 06/30/2022 and an updated Budget is required by 12/31/2021
PE13-01	10/2022: De-obligate the amount based on the SFY22 final R&E report
PE36	9/2022: Adjustment to De-obligate the amount based on the SFY22 final R&E report
PE40-01	5/2021: SFY22 Q1 funding: Spend \$10,005 on Nutrition Ed, \$1,426 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$27,714 on Nutrition Ed, \$4,277 on BF Promotion.
PE40-05	07/2021: WIC FDNF Season 2021. Funds must be spent by 12/31/2021.
PE42-14	10/2022: SFY22 close out amendment.; 6/2022: Deobligate \$9,823.11 of SFY22 award, a revised award of \$16,650 is for the period 7/1/21 to 12/31/21; 4/2022: SFY22 award of \$25,000 is for the period of 1/1/2022 to 6/30/2022 and correct amount in prior comment from \$26,473.11 to \$31,783.66; 12/2021: Award of \$26,473.11 is for the period of 7/1/21 to 12/31/21 of that amount \$25,411 is start up funding for the Family Connects OR (FCO) program and the remainder is estimated general fund match for FCO visits; SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021; 4/2022: SFY22 award of \$25,000 is for the period of 1/1/2022 to 6/30/2022; 12/2021: Award of \$26,473.11 is for the period of 7/1/21 to 12/31/21 of that amount \$25,411 is start up funding for the Family Connects OR (FCO) program and the remainder is estimated general fund match for FCO visits; SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021
PE43-01	9/2022: redist between funding sources
PE44-01	10/2022: deob unspent award
PE44-02	10/2022: deob unspent award
PE50	10/2022: deobligate unspent SFY22 award
PE51-01	9/2022: move unspent funds from FY22 to FY23; 9/2021: added funding for FY22
PE51-03	9/2022: move unspent funds from FY22 to FY23;
PE62	10/2022: SFY22 Close Out Amendment 10/2021: \$84,060 available October 1, 2021-June 30, 2022; 08/2021: Prior comment null and void. \$9,340 available September 1- 30, 2021 only. \$20,377 must be spent between July 1-August 31, 2021 and is not eligible for carry forward; 5/2021: This award is for July 1-August 31, 2021 only.

7) Capital outlay Requested In this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment B
Financial Assistance Award (FY23)**

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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,826.00	\$0.00	\$27,826.00
PE01-08	COVID Wrap Direct Client Services	\$12,916.00	\$0.00	\$12,916.00
PE01-09	COVID-19 Active Monitoring - ELC	\$441,299.00	\$0.00	\$441,299.00
PE01-10	OIP - CARES	\$210,874.00	\$0.00	\$210,874.00
PE04-02	Community Chronic Disease Prevention	\$40,353.00	\$0.00	\$40,353.00
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,132.00	\$0.00	\$70,132.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$134,520.00	\$178,387.00	\$312,907.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$156,989.40	\$0.00	\$156,989.40
PE40-01	WIC NSA: July - September	\$52,386.00	\$0.00	\$52,386.00
PE40-02	WIC NSA: October - June	\$157,160.00	\$0.00	\$157,160.00
PE40-05	Farmer's Market	\$2,304.00	\$0.00	\$2,304.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,121.00	\$0.00	\$2,121.00
PE42-04	MCAH Babies First! General Funds	\$6,778.00	\$0.00	\$6,778.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$3,978.00	\$0.00	\$3,978.00
PE42-11	MCAH Title V	\$20,826.00	\$0.00	\$20,826.00
PE42-12	MCAH Oregon Mothers Care Title V	\$13,263.00	\$0.00	\$13,263.00
PE42-14	Home Visiting	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,604.00	\$0.00	\$8,604.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$17,072.63	\$0.00	\$17,072.63
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,124.00	\$0.00	\$38,124.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$232,319.00	\$0.00	\$232,319.00
PE51-03	ARPA WF Funding	\$100,630.00	\$0.00	\$100,630.00
PE62	Overdose Prevention-Counties	\$28,020.00	\$0.00	\$28,020.00
		\$2,048,159.03	\$178,387.00	\$2,226,546.03

5) Foot Notes:	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-08	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
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%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
PE51-03	10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

6) Comments:	
PE01-08	9/2022: rollover unspent funds from FY22 to FY23;
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	9/2022: rollover unspent funds from FY22 to FY23;
PE04-02	9/2022 - Carryover \$15,353 from FY22 8/2022 - Change end date from 9/30/22 to 6/30/23 and increase award. 5/2022: Award is for 7/1/22-9/30/22. Additional funding is expected to be awarded in the future.
PE13-01	10/2022: Amendment to add FY22 Carry over funds of \$75,029 & BM108 funds of \$103,358
PE36	9/2022: move funds between PCA's.carryover from fy22
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.
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE50	10/2022: realign funding sources;
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22
PE62	7/2022: Prior comment null and void. \$18,680 available July 1-August 31, 2022. \$9,340 available September 1- 30, 2022 only. No funds eligible for carry forward. 5/2022: FY23 funds available 7/1/22 - 8/31/22 only.

7) Capital outlay Requested In this action:

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

Program	Item Description	Cost	PROG APPROV	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY22)

PE42-06 MCAH General Funds & Title XIX			
Federal Award Identification Number:	State Funds	05-0305OR5048	06-0305OR5048
Federal Award Date:		09/26/20	09/26/21
Budget Performance Period:		10/01/2020-09/30/2021	10/01/2021-9/30/2022
Awarding Agency:		Medicaid XIX	Medicaid XIX
CFDA Number:		93.778	93.778
CFDA Name:		Medical Assistance Program	Medical Assistance Program
Total Federal Award:		N/A	N/A
Project Description:		N/A	N/A
Awarding Official:		N/A	N/A
Indirect Cost Rate:		N/A	N/A
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52174	52498	52419
Index:	50336	50336	50336

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	000557315405	\$0.02	\$674.77	\$3,244.21	\$3,919.00

PE50 Safe Drinking Water (SDW) Program (Vendors)						
Federal Award Identification Number:	State Funds	State Funds	00031221	00031222	98009020	98009021
Federal Award Date:			07/15/21	12/10/21	09/09/20	09/29/21
Budget Performance Period:			10/01/2020-09/30/2022	10/01/2021-09/30/2022	10/01/2020-09/30/2023	10/01/2021-09/30/2024
Awarding Agency:			EPA	EPA	EPA	EPA
CFDA Number:			66.432	66.432	66.468	66.468
CFDA Name:			State Public Water System Supervision	State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			1,841,000	1,841,000	17384400	17,368,800.00
Project Description:			FFY2021 Oregon State Public Water System Supervision (PWSS)	FFY2022 Oregon State Public Water System Supervision (PWSS)	FFY 2020 Oregon's Drinking Water State Revolving Fund	FFY 2021 Oregon's Drinking Water State Revolving Fund
Awarding Official:			Neverley Wake	Neverley Wake	Harold Rogers	Richard Green
Indirect Cost Rate:			17.64%	17.64%	17.64%	
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	
HIPPA	No	No	No	No	No	
PCA:	51283	51058	51315	51320	51987	51865
Index:	50204	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	000557315405	\$12,024.86	\$3,436.53	\$1,864.93	\$6,726.37	\$2,945.35	\$7,362.96	\$34,361.00

PE62 Overdose Prevention-Counties	
Federal Award Identification Number:	H79TI083316
Federal Award Date:	08/09/21
Budget Performance Period:	9/30/2020-9/29/2022
Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	State Targeted Response to the Opioid Crisis Grants
Total Federal Award:	\$15,301,349
Project Description:	Oregon SOR 2020 Grant
Awarding Official:	Laurasona Leigh, Program Official
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	82334
Index:	87850

Agency	UEI	Amount	Grand Total:
Crook	000557315405	\$51,559.00	\$51,559.00

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.



AGENDA ITEM REQUEST

Date:

2/21/2023

Meeting date desired:

2/28/2023 Work Session and/or 3/1 Court

Subject:

Seeking approval of OHA contract amendment 13

Background and policy implications:

Agreement #169507 between Oregon Health Authority (OHA) and Crook County provides the financing of public health services for the 2021-2023 biennium.

Budget/fiscal impacts:

The Thirteenth Amendment documents additional fiscal year 2022 reconciliation processes conducted at OHA. When some grant programs are under-spent across the state, those funds are reallocated the next fiscal year. PE12-01 and PE50 were reallocated funds due to this process. Additionally, PE62 received additional grant funds for the duration of the fiscal year. Program budgets have been amended accordingly and approved by OHA.

Requested by:

Katie Plumb | Health & Human Services Director |
kplumb@crookpublichealthor.gov | 541-447-5165

Presenters:

Katie Plumb | Health & Human Services Director

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

N/A

Agreement #169507



**THIRTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Thirteenth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 for (FY23);

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. This Amendment is effective on December 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit B Program Element #10 "Sexually Transmitted Diseases (STD) Client Services," PE43 "Immunization Services," and PE51 "Public Health Modernization," are hereby replaced in their entirety by Attachment A attached hereto and incorporated herein by this reference.
 - b. Section 1 of Exhibit C of the Agreement, entitled "Financial Assistance Award" for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY23)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" for (FY23), is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. 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.

7. **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 September 19, 2022, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Lynn Marie Brady (or designee)

Title: LPHA Fiscal and Contracts Analyst

Date: _____

Attachment A
Program Element Description(s)

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)).

- 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	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	

Program Components	Foundational Program					Foundational Capabilities						
				Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						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.
- (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

STD Core Variables	Chlamydia and Gonorrhea Cases—All	Priority Gonorrhea Cases:	Syphilis Cases—All	Priority Syphilis Cases
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 #43: Immunization Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization 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 Immunization Services.

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

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

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

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and child care site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all State-Supplied Vaccine/IG providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.

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

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):

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>												
Vaccines for Children Program Enrollment					*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Vaccine/IG					*		X					
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

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

Two-year-old vaccination rates.

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

IQIP program.

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. State-Supplied Vaccine Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.
- b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. Vaccine Management.**
 - (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. Billable Vaccine/IG.**
 - (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. Vaccine Administration.**
 - (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Immunization Protocols.
 - (2) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
 - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
 - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
 - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)

- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

f. Immunization Rates, Outreach and Education.

- a. OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- b. Using a template provided by OHA and agreed upon by the Oregon Coalition of Local Health Officials (CLHO), LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
- (3) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

g. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.
- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

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

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServiceshttp://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

i. Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

j. Perinatal Hepatitis B Prevention, Screening and Documentation

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

k. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html and Oregon Administrative Rules 333-050-0140, available for review at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265.
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

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

If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

- 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 will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.
- b. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- c. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. Performance Measures.

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually, LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.

Attachment 1

OREGON'S IMMUNIZATION BILLING STANDARDS
Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- ☐ Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- ☐ Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINES/IMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.

- ☐ Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- ☐ Develop immunization billing policies and procedures that address:
 - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, "We will not charge more than the OIP-published price for billable vaccine."
 - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- ☐ With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- ☐ Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- ☐ Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- ☐ Conduct regular quality assurance measures to ensure costs related to LPHA's immunization services are being covered
- ☐ Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

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

- (1) **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.
- (2) **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.

Section 4: Public Health Infrastructure: Workforce

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

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

2. Definitions Specific to Public Health Modernization

- a. 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.
- 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):

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												
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*		X				X	X	X		X	X
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

- (1) Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- (2) 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.

Requirements that apply to Section 4: Public Health Infrastructure: Workforce

- a. Implement at least one of the following activities:
 - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
 - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in foundational capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
 - (3) Support and retain public health staff through systems development and improvements.
 - (4) Support and retain public health staff through workforce training and development.
 - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.

- (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs.
- (7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. 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.
- f. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

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

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.	<ul style="list-style-type: none"> • 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.	<ul style="list-style-type: none"> • 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.	<ul style="list-style-type: none"> • 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.	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)
Assessment and Epidemiology	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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.

**Attachment B
Financial Assistance Award (FY23)**

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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,826.00	\$0.00	\$27,826.00
PE01-08	COVID Wrap Direct Client Services	\$12,916.00	\$0.00	\$12,916.00
PE01-09	COVID-19 Active Monitoring - ELC	\$441,299.00	\$0.00	\$441,299.00
PE01-10	OIP - CARES	\$210,874.00	\$0.00	\$210,874.00
PE04-02	Community Chronic Disease Prevention	\$40,353.00	\$0.00	\$40,353.00
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,132.00	\$4,164.00	\$74,296.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$312,907.00	\$0.00	\$312,907.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$156,989.40	\$0.00	\$156,989.40
PE40-01	WIC NSA: July - September	\$52,386.00	\$0.00	\$52,386.00
PE40-02	WIC NSA: October - June	\$157,160.00	\$0.00	\$157,160.00
PE40-05	Farmer's Market	\$2,304.00	\$0.00	\$2,304.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,121.00	\$0.00	\$2,121.00
PE42-04	MCAH Babies First! General Funds	\$6,778.00	\$0.00	\$6,778.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$3,978.00	\$0.00	\$3,978.00
PE42-11	MCAH Title V	\$20,826.00	\$0.00	\$20,826.00
PE42-12	MCAH Oregon Mothers Care Title V	\$13,263.00	\$0.00	\$13,263.00
PE42-14	Home Visiting	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,604.00	\$0.00	\$8,604.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$17,072.63	\$0.00	\$17,072.63
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,124.00	\$3,135.00	\$41,259.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$232,319.00	\$0.00	\$232,319.00
PE51-03	ARPA WF Funding	\$100,630.00	\$0.00	\$100,630.00
PE62	Overdose Prevention-Counties	\$28,020.00	\$84,060.00	\$112,080.00
		\$2,226,546.03	\$91,359.00	\$2,317,905.03

5) Foot Notes:	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-08	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
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%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
PE51-03	10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

6) Comments:	
PE01-08	9/2022: rollover unspent funds from FY22 to FY23;
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	9/2022: rollover unspent funds from FY22 to FY23;
PE04-02	9/2022 - Carryover \$15,353 from FY22 8/2022 - Change end date from 9/30/22 to 6/30/23 and increase award. 5/2022: Award is for 7/1/22-9/30/22. Additional funding is expected to be awarded in the future.
PE12-01	12/2022: SFY23 Unspent SFY22 funds \$4,164 must be spent by 6/30/2023. A revised program budget is due 1/31/2023
PE13-01	10/2022: Amendment to add FY22 Carry over funds of \$75,029 & BM108 funds of \$103,358
PE36	9/2022: move funds between PCA's carryover from fy22
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.
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE50	12/2022: realign funding for Q1 rollover catch up payment 12/2022: Rollover unspent FY22 funds to FY23 award 10/2022: realign funding sources;
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22
PE62	12/2022: FY23 additional funds of \$84,060 available 10/1/22 - 6/30/23. 7/2022: Prior comment null and void. \$18,680 available July 1-August 31, 2022. \$9,340 available September 1- 30, 2022 only. No funds eligible for carry forward. 5/2022: FY23 funds available 7/1/22 - 8/31/22 only.

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY23)

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification	NU90TP922036	NU90TP922036
Federal Award Date:	06/16/22	06/16/22
Budget Performance Period:	07/01/2022-06/30/2023	07/01/2022-06/30/2023
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,439,412	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53478	53485
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$70,132.00	\$4,164.00	\$74,296.00

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification	State Funds	State Funds	00031222	98009021	98009022	TBD
Federal Award Date:			12/10/21	09/29/21	09/21/22	
Budget Performance Period:			10/01/2021-09/30/2022	10/01/2021-09/30/2024	10/01/2022-09/30/2025	10/01/2022-09/30/2023
Awarding Agency:			EPA	EPA	EPA	EPA
CFDA Number:			66.432	66.468	66.468	66.432
CFDA Name:			State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds	State Public Water System Supervision
Total Federal Award:			2,454,666	17,368,800	11064000	TBD
Project Description:			OHA State Public Water System Supervision (PWSS)	Oregon FFY 2021 DWSRF Capitalization Grant	Oregon FFY 2022 DWSRF Capitalization Grant	OHA State Public Water System Supervision (PWSS)
Awarding Official:			Neverley Wake	Richard Green	Megan Browning	TBD
Indirect Cost Rate:			17.64%	17.64%	18.06%	18.06%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	51283	51058	51320	51865	51835	51322
Index:	50204	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$12,378.50	\$4,125.50	\$3,094.13	\$4,047.45	\$8,330.05	\$9,283.37	\$41,259.00

PE62 Overdose Prevention-Counties

Federal Award Identification:	H79TI083316	H79TI085732	NU17CE925018
Federal Award Date:	08/09/21	09/23/22	08/10/22
Budget Performance Period:	9/30/2021-9/29/2022	9/30/22 - 9/29/23	9/1/22-8/31/23
Awarding Agency:	SAMHSA	SAMHSA	CDC
CFDA Number:	93.788	93.788	93.136
CFDA Name:	Opioid STR	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	15,301,349	\$15,474,271	5,729,305
Project Description:	Oregon SOR 2020 Grant	Oregon SOR 3 grant	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Laurasona Leigh	Tiffany Clayton	Janelle Valladares
Indirect Cost Rate:	17.64%	3.13%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82334	82446	52261
Index:	87850	87850	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$18,680.00	\$84,060.00	\$9,340.00	\$112,080.00

6

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.

6

AGENDA ITEM REQUEST



Date:

2/22/2023

Meeting date desired:

2/28-3/1

Subject:

Appointments to the Community Health Advisory Council

Background and policy implications:

The Community Health Advisory Council is legislatively tasked to provide input & community input regarding our Community Mental Health Provider (BestCare). +

Budget/fiscal impacts:

None

Requested by:

Katie Plumb | Health & Human Services Director |
kplumb@crookpublichealthor.gov | 541-447-5165

Presenters:

Katie Plumb | Health & Human Services Director

Legal review (only if requested):

Will need to work with Legal and Clerks Offices to ensure information is documented and filed appropriately.

Elected official sponsor (if applicable):

N/A

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for: Health Advisory Counsel

Name: Lynn Vigil

Address: 1096 E. 1st Street
Prineville, OR 97754

Phone Number: 541-350-4576

Email: lynn@rimrocktrails.org

Please list any relevant experience you may have that would make you effective in the position:

I have worked for over 27 years with youth struggling with substance use and mental health disorders. I have a passion for helping others and our community. I served as the Program Director and now the Admission Manager for Rimrock Trails Treatment services for over 10 years. I had the honor of working at the Crook County Health Department for 8 months as the overdose response coordinator for the Central Oregon region. I have experience working with a variety of community partners from around the state who daily deal with substance use and mental health issues. I understand what's working and not working and would love to be apart of helping our community become healthier.

Why do you wish to serve in this position?

I would like to serve on this position as I would like to continue to help make out community as health as possible. I believe it takes a village to create a strong, healthy community. I think it also takes different perspectives from different community members and organizations to create a strong and healthy community. I have lived and worked in Crook County for many years and would like to continue to give back any way I can, given the opportunity.

A letter of interest maybe submitted in lieu of this form.

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for: Community Health Advisory Council

Name: Shannon Edgar

Address: 243 NW Saddle Ridge Loop

Phone Number: 541-447-4822

Email: sledgar@stcharleshealthcare.org

Please list any relevant experience you may have that would make you effective in the position:

Overall accountability for providing leadership, direction, and administration of day-to-day operations associated with direct patient care activities and clinical services. Responsibility for maintaining standards for professional practice, regulatory compliance and improving patient safety through adoption of standardization and implementation of best practices impacting patient care.

Why do you wish to serve in this position?

As a Crook County resident, the health of our community is vitally important. I want to be able to give back my time to contribute my nursing expertise and healthcare management background to improve the community .

A letter of interest maybe submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Community Health Advisory Board Member
Name: Jihan Nelson
Address: 447 NE Ochocco Plaza

Phone Number: 541-416-9976
Email: jihan.nelson@crookcountyschools.org

Please list any relevant experience you may have that would make you effective in the position:

See Attached

Why do you wish to serve in this position?

See Attached

A letter of interest maybe submitted in lieu of this form.

Application to serve on a Crook County Court-Appointed Board or Committee

Community Health Advisory Board

Jihan Nelson

Special Education Director- Crook County School District

02/10/2023

Relevant Experiences:

As Director of Special Education, I represent the administrative team of Crook County School District (CCSD). My staff and I work closely with mental health providers, in order to serve students and their families who need mental health services. I offer experience in working with government agencies and partners, employees, and managing budgets. I am a strong collaborator and solution oriented individual, and I look for positive ways to make long-term system changes to support the community as a whole.

Why do I wish to serve in this position?

Crook County School District (CCSD) serves approximately 3300 students between the ages of 5 and 21 of all genders, socio-economic status, race and ethnicity. We are often the first agency to encounter children and families in crisis. Increasing our relationship and collaboration with community and regional partners, especially mental health, is an interictal part in ensuring that all students served by CCSD are successful learners. I believe that my participation on the board can aid as a conduit to services that students and their families desperately need.

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

**IN THE MATTER OF THE
APPOINTMENTS TO THE
COMMUNITY HEALTH ADVISORY
COUNCIL**

ORDER 2023-13

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 Community Health Advisory Council:

Board	Appointee	Term	Oath required
Community Health Advisory Council Position #8	Lynn Vigil	2 Year Term Expiring: 12/31/2024	No
Community Health Advisory Council Position #11	Shannon Edgar	2 Year Term Expiring: 12/31/2024	No
Community Health Advisory Council Position #2	Jihan Nelson	2 Year Term Expiring: 12/31/2024	No

DATED this 1st day of March 2023.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner