



CROOK COUNTY COURT AGENDA

Wednesday, July 5, 2023 at 9:00 am

Crook County Annex I 320 NE Court St. I Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

PUBLIC COMMENT

CONSENT AGENDA

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. Approve Agreement Between COIC and Crook, Deschutes and Jefferson Counties re Emergency Transportation Services**
- 3. Approve Extension #2 to Agreement for On-Call Consulting Services with Ann Beier**
- 4. Renew/Update/Sign cartography contract with Department of Revenue for mapping services for Assessor's Office.**
- 5. Mental Health Promotion Grant Amendment**
- 6. Contract renewal with Oregon Department of Human Services 180151-0**
- 7. OHSU Grant Award Offer – Supporting Cancer Fighters, Survivors, and Grievors Through Art**
- 8. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-0**
- 9. Preventative Maintenance Agreement, Public Safety Facility**
- 10. Update on Title III Fund expenditure request after public comment period**
- 11. Fiscal Year 2023 Audit Engagement Letter from Pauly Rogers and Co.**
- 12. Airport hangar transaction: termination of one lease and execution of another**
- 13. New lease for Vector District storage on Fairgrounds**
- 14. Amendment #8 to Professional Services Agreement for GIS and Other IT Services w/ City**

DISCUSSION

- 15. Proclamation recognizing July as Parks and Recreation Month in Crook County, Oregon.**

Requester: Steve Waring, Crook County Parks & Recreation Executive Director

16. Update the Court on how immediate response will be requested for structurally unprotected lands in Crook County.

Requester: Matt Smith, Fire Chief, Crook County Fire and Rescue

17. Cooperative Service Agreement and Work Service Plan between Crook County and APHIS-WS (United States Department of Agriculture Animal and Plant Health Inspection Services Wildlife Services)

Requester: Jeff Hurd

18. Approval of Airport land lease to Mark Stafford

19. PUBLIC HEARING: RMG Destinations Comp Plan & Text Amendment Hearing

Materials can be found here: <https://co.crook.or.us/county-admin/page/crook-county-court-rmg-destinations-comp-plan-text-amendment-hearing-1>

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

20. ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

21. 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

NOTICE AND DISCLAIMER

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

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

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us) (541) 447-6555 | Agenda published on 06/30/2023 at 9:40 AM

**CROOK COUNTY COURT MINUTES
OF MAY 10, 2023 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 10, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Director Kim Barber; Fairgrounds Manager Casey Daly; Manager Kim Herber; Facilities Director Joe Viola; Director Will VanVactor; Manager Brent Bybee; Health and Human Services Director Katie Plumb; Commander Bill Elliott; Sheriff John Gautney; Andy Parks; Assessor Jon Soliz; Building Official Randy Davis; Terry Weitman; Director Sarah Beeler; Budget Analyst Jamie Berger; Jacquie Davis; Erica Lindberg and Michael Robinson.

WORK SESSION

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

Agenda item #1, Public Comment: None

Agenda item #2, Discussion with Friends of the Crook County Fairgrounds regarding the old H barn:

Requester: Dennis Hilderbrand

Details: This item was removed from the agenda. It will be presented at a later time.

Agenda item #3, Discuss Bids for Courthouse Electrical Service Upgrade:

Requester: Joe Viola

Details: Facilities Director Joe Viola attended the work session to discuss bids for the Courthouse Electrical Service Upgrade. The Facilities Department received two proposals and the low bidder was Aspen Ridge Electric, Inc. at \$45,750. This scope of work will provide needed safety measures and future electrical upgrade potential for the Courthouse. This upgrade will be funded through the Capital Projects Fund. This item will be placed on the consent agenda for May 17th.

Agenda item #4, Advantage Dental MOU Amendment Requiring Certified Interpreters:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to present an Advantage Dental MOU amendment requiring certified interpreters. Ms. Plumb stated that Amendment 7 specifies that interpreters be certified and/or qualified in accordance with current law. This item will be placed on the consent agenda for May 17th.

Agenda item #5, Discussion regarding proposed fee changes for Community Development:

Requester: Will VanVactor

Details: Director Will VanVactor attended the work session to discuss proposed fee changes for Community Development. Mr. VanVactor stated that the Community Development Department is a fee dependent department, and this is related to annual fee changes on permits and applications. The fees need to reflect the cost of operating the Building, Planning, On-Site and Compliance programs and to ensure financial stability.

Agenda item #6, Internal Services Changes to Extension Services District – Building ownership change:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss internal services changes to Extension Services District. The County implemented internal service charges for facilities, administration, legal, human resources, finance and information technology in fiscal year 2020. The charges to the Extension District have not been consistently charged and the district has negotiated amendments to a memorandum of understanding with the County related to facility charges. Internal charges have been reviewed and alternatives discussed with Kim Herber, District Office Manager. This item will be brought to Court for action at a regular session.

Agenda item #7, Space Needs Assessment – Draft Findings:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss the initial findings of the Space Needs Assessment. Several departments will be relocating from the Courthouse to the Justice Center and the County Court authorized a high-level review of space needs for eleven of the departments. The next step is to gain consensus on what the County would like to do with respect to the Courthouse renovation and additional building(s) including location.

Agenda item #8, Requested rate increase – Republic Services:

Requester: Andy Parks/Jacquie Davis

Details: Republic Services, which is a waste disposal company whose services include non-hazardous solid waste collection, waste transfer, waste disposal, recycling, and energy services, holds a franchise agreement with the County. Republic is requesting a ten percent rate increase. The requested increase is greater than the last reported change in the CPI of five percent.

Agenda item #9, Discussion regarding County ERP:

Requester: Christina Haron

Details: Assistant Finance Director Christina Haron attended the work session to discuss the County ERP. A request for quotes was issued in April 2023, with quotes due May 4, 2023. The two quotes received thus far are less than the allocated ARPA funding of \$300,000. This item will be added to an upcoming Court session for further consideration.

Agenda item #10, Change order related to building under contract:

Requester: Casey Daly

Details: Fairgrounds Manager Casey Daly attended the work session to discuss a change order related to building under contract. In January, the Court approved and awarded an expansion project for the rabbit barn. After discussions with the Community Development department and the Fire Department, sprinklers will need to be added to the project for the expansion. This addition will nearly double the projected cost.

Agenda item #11, TSP Update:

Requester: Will VanVactor

Details: Director Will VanVactor attended the work session to present the Court with a TSP update. Mr. VanVactor recently received a scope of work from the subcontractor for the City and this will be brought to Court and utilized as a basic scope of work moving forward. An Order will need to be created making it clear that this is a personal services contract and can proceed without an RFP. One of the main focuses will be safety access on 126 in Powell Butte.

Agenda item #12, Prineville Lake Acres Unit I Road District Board Appointment:

Requester: Andy Parks

Details: The County received an application for the Prineville Lake Acres Unit I Road District. This is a special district within the County with 3 members on the board. This item will be added to the consent agenda for May 17th.

There being no further business before the Court, the meeting was **adjourned at 10:45 a.m.**

Respectfully submitted,

Sarah Puerner

**CROOK COUNTY COURT MINUTES
OF MAY 17, 2023 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on May 17, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Legal Assistant Lindsay Azevedo; Commander Bill Elliott; Sergeant Mitch Madden; Facilities Director Joe Viola; Library Director Sarah Beeler; Community Development Director Will VanVactor; Assistant Finance Director Christina Haron; Budget Analyst Jamie Berger; Andy Parks; Assessor Jon Soliz; Steve Waring and Kelsey Lucas.

REGULAR SESSION

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

Public Comment: None

Consent Agenda:

1. Approve Minutes
2. Approve PP&L Power General Service Contract for the Justice Center
3. Approve Amendment #6 to Services Contract with STAR Towing
4. Approve Amendment #9 with David Allen for Mediation Services for Family Law Matters
5. Approve Extension to Client Software Support Services Contract with Helion Software, Inc.
6. Approve Amendment 8 to IGA #173132 for the Financing of Community Mental Health, Addiction Treatment, Recover & Prevention, and Problem Gambling Services
7. Approve 2nd Amendment to IGA with Jefferson County for Jail Bed Rental
8. Approve Amendment #1 to PSC with BestCare for Specialty Court D Services
9. Approve Advantage Dental MOU Amendment Requiring Certified Interpreters
10. Janitorial Contract for the Ag Extension Service District
11. Suds n the Bucket Professional Cleaning Services Custodial Agreement
12. Approve Order 2023-23 Appointment to the Prineville Lake Acres Unit I Road District
13. Bex Construction Change Order

MOTION to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #14: PUBLIC HEARING: Order and Resolution 2023-22 - An Order and Resolution of Crook County to Jointly Sponsor the Re-Designation of the Prineville/Crook County Enterprise Zone

Requester: Kelsey Lucas

Details: The City of Prineville and Crook County are co-sponsors of an ORS Chapter 285C enterprise zone, which by state law establishes certain tax incentives to qualifying businesses. The enterprise zone must be periodically renewed by application to the Oregon Business Development Department. If approved, the attached Order and Resolution will be combined with a similar resolution adopted by the City, then included in a transmittal to the State.

Judge Crawford opened the Public Hearing. There being no comments received, Judge Crawford closed the Public Hearing.

MOTION to approve Order and Resolution 2023-22 an Order and Resolution of Crook County to Jointly Sponsor the Re-Designation of the Prineville, Crook County Enterprise Zone. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: First Reading of Ordinance 339 – Ordinance Amending Chapter 6.04 of the Crook County Code Regarding Animal Control Definitions, Penalties, Enforcement Authority, and Public Nuisance Animals

Requester: Bill Elliott

Details: The current language of the ordinance is strictly referring to dogs being a nuisance. In the recent past it has come up that other animals can become a nuisance, such as domesticated fowl. This change to the ordinance will in no way change the way that Crook County handles livestock animals.

MOTION to read Ordinance 339 by title only. Motion seconded. No discussion. Motion carried 3-0.

Judge Crawford read by title only and opened the Public Hearing. There being no comments received from the public, Judge Crawford closed the Public Hearing.

Discussion item #16: Order 2023-21 Annexing Property into Crook County Parks & Rec

Requester: John Eisler

Details: Crook County received an Annexation Petition from an authorized representative of Vitesse, LLC, requesting inclusion into the Crook County Parks and Recreation District. Landowners can petition to have their property annexed into a special district. This order would approve the petition for annexation by Vitesse, LLC into CCPRD.

MOTION to approve Order 2023-21 in the matter of approving annexation of real property into the Crook County Parks and Recreation District. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #17: Chip Seal Oil Purchase from Albina Asphalt

Requester: James Staniford

Details: Crook County Road Department is requesting Crook County Commission approval to award bid submittal. This is a new contract and would piggyback with Deschutes County for an oil contract with Albina Asphalt. Total contract amount is \$622,000.

MOTION to authorize James Staniford as Road Superintendent to approve a purchase order with Albina Asphalt for liquid motion asphalt for a total contract amount not to exceed \$622,000 to be signed outside of Court. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #18: Award contract to Aspen Ridge Electric, Inc. for the Courthouse Electrical Service Upgrade

Requester: Joe Viola

Details: The Facilities Department received two proposals for the Courthouse Electrical Service Upgrade and the low bidder was Aspen Ridge Electric at \$45,750. This scope of work will provide needed safety measures and future electrical upgrade potential for the Courthouse. This upgrade will be funded through the Capital Projects fund.

MOTION to award contract to Aspen Ridge Electric, Inc for the Courthouse Electrical Service in the amount of \$45,750. Motion seconded. No discussion. Motion carried 3-0.

MOTION to authorize signing this document outside of court. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #19: Consider authorizing staff to negotiate an agreement for the provision of Enterprise Resource Planning (ERP) software and services with Towncloud

Requester: Christina Haron

Details: Two quotes were received, and staff has evaluated the submittals and believe one vendor best meets the requirements of the County as communicated in the RFQ. The quotes received thus far are less than the allocated ARPA funding of \$300,000. Staff intends to negotiate a contract for the ERP solution sought (general ledger, accounts payable, budget, and grant/program/project management) for a term of up to three years not to exceed \$150,000.

MOTION to consider authorizing staff to negotiate an agreement for the provision of enterprise resource planning software and services with Towncloud not to exceed \$150,000. Motion seconded. No discussion. Motion carried 3-0.

Contract Administrator Report

Staff is overwhelmed and employee turnover is one of the biggest issues the County is facing. An exit interview study has been started to collect data and feedback.

Court Member Update

-Commissioner Brummer: Has a meeting today with Senator Wyden's Office. Attended meetings in Pendleton regarding the 21' rule. Ag Extension Office had their budget meeting last night and received complements on how their budget was laid out.
-Judge Crawford: Has set up a meeting with the Governor and will set up regular meetings going forward. Has been involved in some biomass conversations.
-Commissioner Barney: Continuing to work on the Justice Center and April 2024 is still the target date for completion. Prineville Reservoir is currently full and this has improved agriculture in the county.

At 9:26 a.m. the Court convened into Executive Session under the following statute(s):
ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

EXECUTIVE SESSION

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

MOTION to direct staff to proceed as directed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

MOTION to authorize the County Administrator to contact candidates and further negotiations as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:06 a.m.**

Respectfully submitted,

Sarah Puerner

AGENDA ITEM REQUEST



Date:

06/26/2023

Meeting date desired:

07/05/2023

Subject:

Agreement between COIC and Crook, Deschutes, and Jefferson Counties regarding emergency transportation services

Background and policy implications:

Agreement provide the legal framework and establish procedures and conditions for making COIC-owned vehicles and COIC operators available to the County Emergency Management divisions for deployment during declared emergencies and disasters.

Budget/fiscal impacts:

None

Requested by:

Stephanie Wilson

Presenters:

Andy Pearson, Acting Emergency Manager

Legal review (only if requested):

Need to discuss further – The desire is for department heads to be proactive with legal, financial, HR, etc., should legal review/initials be standard operating procedure? Should review/initials expand to finance, HR, IT, facilities, if applicable?

Elected official sponsor (if applicable):

N/A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
AND CROOK, DESCHUTES, AND JEFFERSON COUNTIES
REGARDING EMERGENCY TRANSPORTATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered effective July 1, 2023, by and between Central Oregon Intergovernmental Council ("COIC"), a Council of Governments organized under ORS 190, and the political subdivisions of the State of Oregon: Crook, Deschutes, and Jefferson counties, hereinafter referred to as the "Counties".

RECITALS

- A. COIC operates Cascades East Transit, Central Oregon's public transit service provider in Crook, Deschutes, and Jefferson counties, and The Confederated Tribes of Warm Springs.
- B. Each County oversees its own Emergency Management division.
 - a. The Deschutes County Sheriff's Office oversees Emergency Management, a function included within the Special Services Division. The function is managed by a sworn sergeant (Emergency Services Manager).
 - b. Crook County's Emergency Management is a division of the Crook County Sheriff's Office with one full-time Emergency Manager.
 - c. Jefferson County's Emergency Management is a division of the Jefferson County Sheriff's Office with one full-time Emergency Management Coordinator.
- C. The Parties have the authority to enter into this Agreement pursuant to ORS 402.010 and 402.015.
- D. The purpose of this Agreement is to provide the legal framework and establish procedures and conditions for making COIC-owned vehicles and COIC operators available to the County Emergency Management divisions for deployment during declared emergencies and disasters.

TERMS OF AGREEMENT

County Responsibilities

The Counties are responsible for preparing and implementing an emergency response plan in the event of a disaster or emergency. The Counties, in coordination with COIC, should strive for an annual tabletop exercise to refresh all parties on emergency management coordination processes.

COIC's Responsibilities

COIC is responsible for deploying its active vehicles and its drivers to the Counties for use and deployment in an emergency or disaster as determined by Counties. COIC shall rely on emergency responders from County/Counties for direction and instructions. Other than the safe operation of COIC

equipment and personnel, COIC shall not be responsible for strategic decisions related to the emergent situation or the consequences of those deployment decisions. COIC is also responsible for participating in annual tabletop exercises hosted by the Counties.

Assumptions

PURPOSE: It is understood that the Counties will not call for the use of COIC vehicles and personnel unless an emergent need or disaster arises requiring the use of those vehicles and personnel.

DURATION: Pursuant of Charter Rule at 49 CFR Part 601, Subpart D, COIC is not permitted to furnish emergency transportation services or allow its transit vehicles to be used for emergency transportation purposes for more than 45 days per declared emergency or disaster. Consequently, COIC shall not be obligated or required to provide to the Counties for more than 45 days per declared emergency or disaster or to allow its transit vehicles to be used for emergency or disaster.

REIMBURSEMENTS: When an emergency is declared, it is understood that CET will seek reimbursement funds in the following priority order:

- 1) Direct Federal Transit Administration (FTA) emergency response funds;
- 2) Federal Emergency Management Agency (FEMA) funds; or,
- 3) Counties will reimburse CET for remaining, unpaid costs according to standard rates shown in Exhibit A that are not covered by direct funds through the FTA or FEMA.
 - a. The Parties agree that Exhibit A may need to be adjusted to reflect COIC's annual labor costs for drivers, dispatchers, or other personnel, as well as the most recent FEMA-issued Schedule of Equipment Rates.

To ensure eligibility for reimbursement, CET will track and report the following information:

- Type of any emergency transportation services being provided, including the number and type of vehicles, the number of trips provided, the number of passengers transported, the dates and hours of service, and any fares collected for emergency transportation services;
- Emergency protective measures put in place to protect transit assets and/or personnel;
- Damages to vehicles, facilities, or equipment; and,
- Any temporary or permanent repairs made to damaged vehicles, facilities, or equipment.

INDEMNIFICATION: In a declared emergency or disaster, COIC vehicles and operators requested by a County and employed for the emergency or disaster pursuant to the provisions of this Agreement may be entitled to certain privileges, benefits, and immunities and subject to certain liability waivers under applicable federal and state emergency management regulations for registered emergency workers and services. COIC drivers shall be required to document the condition of the exterior portions of the available COIC vehicles both immediately before and immediately after the same are used in any emergency or disaster or for emergency training purposes. The County shall be entitled to review such documentation concerning the condition of the exterior portions of the available COIC vehicles.

COIC shall be and operate as an independent contractor of County in the performance of any Emergency Assistance. Employees of COIC shall at all times while performing Emergency Assistance continue to be employees of COIC and shall not be deemed employees of County for any purpose. Wages, hours, and other terms and conditions of employment of COIC shall remain applicable to all of its employees who perform Emergency Assistance. COIC shall be solely responsible for payment of its employees' wages,

any required payroll taxes and any benefits or other compensation. County shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to COIC's employees. The costs associated with borrowed personnel are subject to reimbursement process outlined in Exhibit A, attached. In no event shall COIC or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for County under or by virtue of this Agreement.

CLAIMS: Notwithstanding the foregoing, COIC and the requesting County shall fully and absolutely defend, indemnify and hold harmless COIC from and against any action, cause of action, claim, and/or litigation arising out of or from the employment, operation, or use of any available COIC vehicle(s) in a declared emergency or disaster under this Agreement or for emergency training purposes, including, but not limited to, any claim, action, cause of action, and/or litigation arising from the act(s) or omission(s) of any COIC operator(s) and/or any County employee(s), officer(s), or agent(s) subject to, and to the extent permitted by, Article XI Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, all according to the extent of liability that each party bears in the matter.

The Parties shall actively collaborate in the defense and settlement of any claim that is subject to the indemnification section of this Agreement; however, neither COIC nor any attorney engaged by COIC shall defend the claim in the name of County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall COIC settle any claim on behalf of the County without the approval of the County's Legal Counsel.

VEHICLES AND EQUIPMENT: In the event that any COIC-owned vehicle or equipment is damaged while being used or operated in a declared emergency or disaster under this Agreement or for emergency training purposes, the requesting County shall hold harmless and indemnify COIC from and against and shall fully pay all expenses and costs necessary to fix and repair the damaged COIC-owned vehicle or equipment and restore said item(s) to its prior condition, provided, however, the requesting County shall not be responsible for fixing, repairing, or replacing any part or component of a COIC-owned vehicle used or operated in a declared emergency or disaster or for emergency training purposes under this Agreement which merely fails or malfunctions during said use or operation.

TERM OF AGREEMENT: Unless this Agreement is terminated as provided below, this Agreement shall be for twenty-four (24) months, beginning on July 1, 2023, and ending on June 30, 2025. This Agreement shall be renewed automatically for succeeding terms of twenty-four months in perpetuity unless any party gives written notice to terminate to each other Party at least 120-days prior to the expiration of any future term, except where all Parties agree to an earlier date.

DISPUTE RESOLUTION: Any dispute that arises under this Agreement shall first be submitted to the applicable County Administrator and the COIC Executive Director, who shall meet and attempt to resolve the dispute. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed the dispute will be mediated. In such an event, the parties in dispute agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Should mediation efforts fail, the disputing parties

agree to binding arbitration. The arbiter shall be selected by mutual agreement of the disputing parties, but in the absence of such agreement each side shall select a temporary arbiter and those shall jointly select the permanent arbiter. All costs of arbitration shall be borne equally by the disputing parties.

TRAINING: COIC and each County's Emergency Services Manager will hold a tabletop exercise or commensurate training once a calendar year to remind and refresh COIC staff of its duties and obligations in the case of a declared emergency or disaster. This meeting shall also serve as a refresher for the Counties concerning COIC's capacity and available resources, and to clarify and coordinate any communication or logistical channels.

NOTICE: Any notice required or permitted to be given by either party to another shall be deposited in the United States mail, postage prepaid, addressed to:

If Counties: Deschutes Counties Sheriff's Office
63333 W Hwy 20
Bend, OR 97703

Crook County Sheriff's Office
308 NE 2nd St
Prineville, OR 97754

Jefferson County Sheriff's Office
675 NW Cherry Ln
Madras, OR 97741

If COIC: Central Oregon Intergovernmental Council
Attn: Transportation Director
334 NE Hawthorne Ave
Bend, OR 97701

RELATIONSHIP OF THE PARTIES: No agent, official, employee, servant, or representative of COIC shall be deemed an officer, employee, agent, servant, or representative of the Counties for any purpose. No agent, official, employee, servant, or representative of the Counties shall be deemed an officer, employee, agent, servant, or representative of COIC for any purpose.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between COIC and the Counties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by all parties hereto.

APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

SEVERABILITY: In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

WHEREFORE, each party, by and through its undersigned representative acting with authority, has

signed this Agreement to be effective on the first day and year written above.

COIC Date and Signature

COIC EXECUTIVE DIRECTOR

DATE _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
AND CROOK, DESCHUTES, AND JEFFERSON COUNTIES
REGARDING EMERGENCY TRANSPORTATION SERVICES**

Crook County Date and Signature

_____ DATE _____
CROOK COUNTY JUDGE

_____ DATE _____
CROOK COUNTY COMMISSIONER

_____ DATE _____
CROOK COUNTY COMMISSIONER

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
AND CROOK, DESCHUTES, AND JEFFERSON COUNTIES
REGARDING EMERGENCY TRANSPORTATION SERVICES**

Jefferson County Date and Signature

_____ DATE _____
JEFFERSON COUNTY COMMISSIONER

_____ DATE _____
JEFFERSON COUNTY COMMISSIONER

_____ DATE _____
JEFFERSON COUNTY COMMISSIONER

EXHIBIT A
COST REIMBURSEMENT FORM

(IF COIC IS NOT REIMBURSED DIRECTLY FROM FTA AND/OR FEMA)

Service/Personnel/Labor Costs	Personnel Costs (Hourly Rates)
Driver Services	\$41.87 per driver per vehicle
Dispatch and Management Services	\$4.38 (1 Dispatcher + Operations Manager)

Provided: In the event a driver is required to work more than 40 hours in a week as a result of furnishing emergency services, Counties shall reimburse COIC associated overtime costs in excess of any regular hourly rates.

Equipment Specification and Code	Equipment Costs (Hourly Rates)
Bus; Cost Code 8180; Up to 150 HP	\$21.90
Bus; Cost Code 8181; Up to 210 HP	\$26.18
Bus; Cost Code 8182; Up to 300 HP	\$40.21

Equipment Specifications, Codes, and Hourly Rates are based upon [FEMA's Schedule of Equipment Rates](#). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Rates above are applicable to major disasters and emergencies declared by the President of the United States on or after September 15, 2021.

Total Personnel and Equipment Cost Example: Driver operating a 300 horsepower vehicle for one hour amounts to \$82.08 (\$41.87 driver cost + \$40.21 equipment cost).

EXHIBIT B
COIC EMERGENCY CONTACT LIST

1st point of contact:

Andrea Breault, Transportation Director

Email: abreault@coic.org

2nd point of contact:

Roman Guffey, Transit Operations Manager

Phone: (541) 815-7527

Email: rguffey@coic.org

3rd point of contact:

Mike Murphy, Rural Transit Supervisor

Phone: (541) 699-2386

Email: mmurphy@coic.org

AGENDA ITEM REQUEST



Date:

June 26, 2023

Meeting date desired:

July 5, 2023

Subject:

Extension #2 to Agreement for On-Call Consulting Services with Ann Beier

Background and policy implications:

Upon Ann's separation from the County in 2021, she agreed to assist Community Development on an on-call consulting basis. This will be the 2nd extension to that agreement.

Budget/fiscal impacts:

Ann's fees will increase from \$65/hr. to \$75/hr.

Requested by:

*Will VanVactor, Community Development Director
Will.VanVactor@crookcountyor.gov
541-447-3211*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted the extension.

Elected official sponsor (if applicable):

N/A

EXTENSION #2 TO AGREEMENT FOR ON-CALL CONSULTING SERVICES

This Extension #2 to Agreement for On-Call Consulting Services (“Extension”) is entered into this _____ day of July 2023 and effective August 1, 2023, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Ann Beier, an individual (hereinafter “Consultant”).

RECITALS

WHEREAS, on August 1, 2021, County and Contractor entered into an Agreement for On-Call Consulting Services (hereinafter “Agreement”) for services related to community development activities; and

WHEREAS, the Agreement was extended on July 20, 2022; and

WHEREAS, the Agreement is set to expire by its own terms on July 31, 2023; and

WHEREAS, County and Contractor desire to extend the term of the Agreement an additional year to July 31, 2024; and

WHEREAS, County and Contractor desire to increase the current fee from \$65 per hour to \$75 per hour.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension #2 agree as follows:

1. Term. The Agreement is hereby extended to expire on July 31, 2024.
2. Payment. County will remit to Consultant a fee of \$75 per hour.
3. Reaffirmation of Agreement. Except as modified by this Extension #2, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Extension #2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

[SIGNATURE BLOCK ON NEXT PAGE]

In witness whereof, the parties have hereunto affixed their hands and seals the date first hereinabove written.

For Consultant

By: Ann Beier
Signature
Ann Beier

Date: 06 / 22 / 2023
Printed Name

For County:

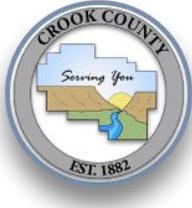
Seth Crawford, County Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date: _____

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-178-23**

This agreement is between The Oregon Department of Revenue (Department) and Crook County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2023 to June 30, 2024. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	300	\$70.00	\$21,000.00
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein. This agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Jason Hamblen Date
Procurement Manager, DPO

Internal Review

By _____
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
of Crook County, Oregon

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED

By  Date 6-15-23
Assessing Official of Crook County

AGENDA ITEM REQUEST



Date:

6/20/2023

Meeting date desired:

6/28 & 7/5

Subject:

Mental Health Promotion Grant Amendment

Background and policy implications:

Deschutes County is the fiscal agent for Central Oregon Mental Health Promotion funds – this subcontract is regularly amended to reflect changes made by the State and Federal funders

Budget/fiscal impacts:

Amendment #2 extends the grant agreement by 6 months (June 2023 to December 2023) and increases funds by \$45,304. This grant supports .5 FTE and supply budgets for school counselors at each of the Crook County School District schools.

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):

/



REVIEWED _____ LEGAL COUNSEL
--

**DESCHUTES COUNTY SERVICES AMENDMENT #2
DOCUMENT NO. 2023-536
AMENDING DESCHUTES COUNTY GRANT NO. 2022-107 AND 2023-005**

THAT CERTAIN AGREEMENT, Deschutes County Grant No. 2022-107 dated January 1, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Public Health Division (“County”) and Crook County (“Contractor”), and Amendment #1 to the Contract, Document No. 2023-005 dated February 15, 2023, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the grant remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Grant are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed Grant is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

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

1. Effective Date and Termination Date. The effective date of this Agreement shall be January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate ~~when County accepts Contractor’s completed performance or on December 31, 2022~~ **December 31, 2023** ~~December 31, 2022 June 30, 2023, whichever date occurs last.~~ Agreement termination shall not extinguish or prejudice County’s right to enforce this Agreement with respect to any default by Contractor that has not been cured. This Agreement may be renewed or extended only upon written agreement of the Parties.
2. Standard Terms and Conditions, Section 3: FEE FOR SERVICES: Contractor’s fee for services identified above shall be as indicated below following the checked boxes:
 - A retainer amount of \$ _____ payable at the time this Authorization is executed. This retainer amount shall apply to the fees due under this Agreement at the completion of the services provided by Contractor.
 - A fixed fee of \$ _____.
 - A fee amount based on the attached Budget – Attachment B. Maximum consideration shall not exceed ~~\$44,444 \$67,096~~ **\$89,748** for the Agreement term. County shall pay Contractor in ~~four (4) six (6)~~ quarterly installments within thirty (30) days’ receipt and approval of Contractor’s invoice. Quarterly invoicing shall be based on the calendar year January to December 2022 and January to ~~June~~ **December** 2023.
3. Exhibit B, Paragraph 6. Consideration. Maximum consideration shall not exceed ~~\$44,444 \$67,096~~ **\$89,748** for the Agreement term. County shall pay the Contractor in ~~four (4) six (6)~~ quarterly installments within thirty (30) days’ receipt and approval of Contractor’s invoice. Quarterly invoicing shall be based on the calendar year January to December 2022 and January to ~~June~~ **December** 2023. Contractor shall report expenses applied against funds paid in accordance to the following:
4. Exhibit B, Paragraph 6, A & B shall remain in full force and effect.
5. Exhibit B, Paragraph 6, C. Budget. The budget is updated to reflect the change in the maximum consideration.

D. Budget. **Budget for the term January 1, 2022 through June 30, 2023.**

Budget Item and Detail	Budget Amount
Personnel (Salary, Benefits, etc.)	
Coordinator 0.5 FTE	\$53,090
Programs, Trainings, Office and Computer Supplies	
Middle and High School Social Emotional Learning supplies at four schools	\$3,300
Health Fair Outreach supplies	\$490
Mental Health First Aid training supplies	\$1,200
Question, Persuade and Refer presentation supplies	\$750
Administrative Costs/ Indirect Rate	\$6099
Contracts/Consultants	
Other, Please List:	
Coordinator cell phone	\$900
Printing	\$450
Mileage	\$817
Total Budget Amount	\$44,444
Total Budget Amount	\$67,096

Budget for the term July 1, 2023 through December 31, 2023.

Budget Item/Detail	Budget Amount
Personnel (Salary, Benefits, etc.) Prevention Coordinator Salary, Benefits- 0.5 FTE	\$18,383
Programs, Trainings, Office and Computer Supplies SES support for 3 elementary schools, 3 k-8 schools, 1 middle school, and 1 high school	\$2,004
Administrative Costs/ Indirect Rate	\$2,265
Contracts/Consultants Please list level of FTE and specific scope of work.	\$0
Total Other	\$ 0
Total Budget Amount	\$22,652

DESCHUTES COUNTY SERVICES AMENDMENT #2
DOCUMENT NO. 2023-536
AMENDING DESCHUTES COUNTY GRANT NO. 2022-107 AND 2023-005

SIGNATURE PAGE

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

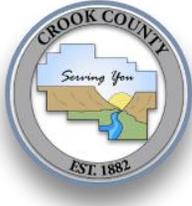
Signature: _____

Email: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

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

Document number: _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____

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.



Grant Agreement Number 180151

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Crook County
Acting by and through its Crook County Health Department
375 NW Beaver Street Suite 100
Prineville, OR 97754
Attention: Katie Plumb
Telephone: 541-447-5465
E-mail address: kplumb@crookpublichealthor.gov**

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

The Program to be supported under this Agreement relates principally to the ODHS’

**Self Sufficiency
My Future My Choice
500 Summer Street NE
Salem, OR 97301
Agreement Administrator: William Baney or delegate
Telephone: 503-945-5600
E-mail address: william.baney@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2024**. Agreement termination or expiration shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A and C.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$16,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.235.

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of

Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Crook County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Department of Justice

Date

EXHIBIT A

Part 1 Program Description

1. Purpose

Recipient agrees to coordinate implementation and delivery of the *My Future-My Choice (MFMC)* Program with participating schools. *My Future-My Choice* is a voluntary Oregon Department of Human Services (ODHS)-developed sixth grade sexual health curriculum which meets the requirements of OAR 581-022-1440 to provide age-appropriate, comprehensive sexuality education as an integral part of the health education curriculum.

2. Agreement Objective

Recipient agrees to support the efforts of DHS to offer the *My Future-My Choice* curriculum to all interested schools statewide. *My Future-My Choice* is a comprehensive, abstinence-based, medically accurate, age-appropriate, inclusive, and trauma-informed sexual health curriculum for middle school students that is based on research and best-practice. It was designed to help youth make healthy choices about their own sexual health. Per the requirements of Oregon state law, the curriculum covers various health topics such as puberty, media literacy, the characteristics of healthy and unhealthy relationships, consent, boundary setting, communication, respect, gender identity, goal setting, decision-making and risk reduction. This Program shall not be a forum for presenting religious tenets or religious beliefs in relationship to the subject matter.

3. *My Future-My Choice* Sexual Risk Avoidance Education (SRAE) Recipient Requirements:

a. Recipient Roles and Responsibilities

- 1) Designate a Program Coordinator to be the primary contact with DHS. This may be a participating teacher, health department staff member or other contracted entity.
- 2) Designate a contract contact to be the primary contract signer.
- 3) Designate a primary financial contact to be a primary fiscal agent.

b. Program Coordinator will ensure the following takes place:

- 1) Promotion of the *My Future-My Choice* program in designated area and sharing of key information with schools regarding curriculum availability, program overview, materials, reimbursement components, skills-based teacher training availability and school supported Teen Leader option and training.
- 2) Communication with school leadership in designated area as needed regarding

overall operations and requirements of the *My Future-My Choice* Program including statistical data submission requirements, federal reporting requirements, training requirements and reimbursement process.

- 3) Communication with participating schools regarding curriculum requirements, updates and required trainings. This includes promotion of teacher trainings and recruitment of teen leaders.
- 4) Submission of quarterly invoices and required narrative reports to DHS.

c. **Recipient agrees to:**

- 1) Comply with the requirements identified in the *My Future-My Choice* Program Description utilizing current materials and procedures.
- 2) Provide staff to fulfill the roles of Program Coordinator and all related administrative support required for the implementation of this curriculum.
- 3) Provide communication concerning all aspects of the *My Future-My Choice* Program to support the work of the paid Program Coordinator, Classroom Facilitators, Teen Leaders and DHS Program Specialists.
- 4) Communicate with schools as necessary regarding requirements for having teen leaders in the classroom, and instructor (Classroom Facilitator) training requirements.
- 5) Communicate with schools about Oregon Health Education Standards as they relate to the 6th grade and MFMC. Support schools teaching MFMC to fidelity to ensure standards are being met and curriculum is inclusive.
- 6) Should adaptations be made to MFMC curriculum by a school district, notify Program Specialist about changes made and that district's plans to meet health standards in the future.
- 7) Should a school district decide to implement MFMC in another grade, communicate with school district about the need to adapt the curriculum to meet that grade level's sexual health requirements.
- 8) Communicate and encourage schools to participate in any program evaluation being conducted.
- 9) Ensure that education in the classroom on contraception is medically accurate and complete but cannot include demonstrations, simulations, or distribution of contraceptive devices as part of MFMC.
- 10) Participate in yearly grantee monitoring meeting and check-in meetings with DHS.
- 11) Support collection of entry and exit surveys for the purpose of meeting federal performance measures.

4. **Additional My Future-My Choice Program Roles.** The Recipient may choose to provide these roles, or if not provided by the Recipient, communicate requirements to fulfill these roles to participating schools. These roles are defined in the following

paragraphs.

a. **Classroom Facilitator**

- 1) A trained adult who provides support to high school Teen Leaders during the delivery of all the teen-led lessons.
- 2) This is commonly the middle school teacher of the class whose school has adopted the MFMC Curriculum into their educational program.
- 3) The Classroom Facilitator is required to be present in the classroom during the entirety of all teen-led lessons. If a teacher has not been trained to provide the curriculum and support teens in the classroom, they should not serve as the Classroom Facilitator.
- 4) All Classroom Facilitators supporting teens are required to go through the most up to date in-person or virtual training. If Classroom Facilitators have received training, annual training is not required except for after a major revision. A major revision of the curriculum includes but is not limited to lesson content addition or removal, introduction of new activities, worksheets, supporting laminated materials or PowerPoints and other major changes as defined by MFMC Staff. Minor revisions such as lesson reordering, grammar edits, and updates do not require annual training.
- 5) The Classroom Facilitator is not required to attend training if the middle school chooses not to implement with Teen Leaders.

b. **Teen Leader**

- 1) High school students approved by their school to participate in the *My Future-My Choice* Program as peer educators (Teen Leaders).
- 2) Trained high school Teen Leaders facilitate and present teen-led lessons.
- 3) Required to attend the one-day annual in-person training or 2-day virtual training provided by DHS.
- 4) If the Teen Leader has been trained and has experience teaching in the classroom, they are eligible to attend a shorter training known as an Alumni Teen Leader Training.

5. My Future-My Choice Program Implementation Requirements for Sites:

- a. Sites implementing MFMC agree to use the most current version of MFMC curriculum materials including curriculum classroom guide, Teen Leader Guides, and accompanying lesson PowerPoints, posters, and laminated materials.
- b. If recipient chooses to use Teen Leaders in the classroom:
 - 1) Teens must go through annual training with ODHS MFMC Staff. If Teens have taught in the classroom before, sites may have the option to offer a shortened “alumni” Teen Leader Training provided by MFMC Staff.
 - 2) Program Coordinators should ensure that Classroom Facilitators have met all

training requirements to support Teen Leaders.

- 3) Program Coordinators should work with their local high school teachers and community to ensure Teen Leaders are recruited from a diverse pool of applicants. Program Coordinators should avoid using grades or GPA as the sole requirement for participation in the Teen Leader program. Other considerations include:
 - a) Recruiting students that have a passion for quality sexual health education, equity or systems change
 - b) Students that have a history of reliability
 - c) Students with strong communication or presentation skills
 - d) Recruiting students from GSAs/QSAs and other clubs that represent targeted student identities

6. ODHS Agreement, Roles, and Responsibilities

- a. ODHS will designate an ODHS Program Specialist to serve as a primary contact with the Program Coordinator. An ODHS Program Specialist is a designated DHS staff member with expertise in the subject matter who will be a resource and primary contact for this Program.
- b. The ODHS Program Specialist agrees to:
 - 1) Communicate with the My Future-My Choice Program Coordinator as necessary to ensure all roles are covered and requirements are met.
 - 2) Ensure trainings are provided to Teen Leaders and Classroom Facilitators based on agreed time and location.
 - 3) Share general sexual health training opportunities put on by DHS.
 - 4) When possible, conduct site visits to classrooms to evaluate the effectiveness of the training and potential improvements.
 - 5) Share program and curriculum updates
 - 6) Provide technical support and guidance for the overall program operations.
 - 7) Obtain grant funding required to facilitate the *My Future-My Choice* Program.
 - 8) Communicate with the Recipient regarding all operations as needed during implementation and regular operation of the *My Future-My Choice* Program.
- c. ODHS agrees to reimburse program funds up to the not-to-exceed limit of this Agreement.

7. Reports and Agreement Monitoring

- a. Three-yearly reporting deadlines are required of the Recipient and shall include the following items, including statistical information from all participating schools capturing the following information.

- 1) School name; grade level of students receiving this curriculum; type of class; lesson 1 start date; total number of students; facilitators name; number of Teen Leaders used (if used), and number of students that opted out of program (total and by lesson).
 - 2) Statistical information will be provided using the designated tool provided by *My Future-My Choice* staff.
 - 3) Reporting shall occur not later than **January 10, April 10, AND June 10** of the current agreement year. Should Recipient not have any data to report on any of these reporting deadlines, Recipient should notify MFMC staff of this.
- b. Recipients shall collect entry and exit surveys data from all participating students as a condition of receiving SRAE grant funding.
- 1) Coordinator shall obtain necessary approval from district administration prior to survey implementation.
 - 2) Coordinator shall distribute Parent/Caregiver Notification Letter which includes entry and exit survey information and an opt out opportunity
 - 3) Coordinator shall distribute entry and exit survey links to teachers implementing MFMC for survey implementation. The entry survey should be administered prior to lesson 1 and the exit survey administered after the conclusion of lesson 10.
 - 4) Coordinators shall notify the Program Specialist if survey translation is needed and/or adaptations are needed for students with disabilities.
- c. Quarterly fiscal reporting summarizing expense for administrative, staff, supplies and other expenses incurred will be submitted with invoices.
- 1) Report must be detailed to show allowable costs as shown on the last page of this agreement.
 - 2) Narrative report must accompany the invoice with detailed explanation of expenditures. This should include a breakdown of salary, hours, staff and an itemized list of expenses.
 - 3) Reports must be completed using the most current form provided by the ODHS *My Future-My Choice* Program.

8. Agreement Monitoring

- a. Agreement performance will be monitored by DHS Agreement administrator or designee.
- b. Monitoring of fiscal operations may be completed by the DHS Agreement administrator or by any designated auditor as required by law.

EXHIBIT A

Part 2 Reimbursement and Financial Reporting

1. Consideration

a. Reimbursement Provisions:

- 1) DHS will reimburse Recipient for services provided in support of the *My Future-My Choice* Program on a quarterly schedule.
- 2) Recipient shall submit quarterly charges on reimbursement forms approved by DHS and sent to the DHS Agreement Administrator or designee approved by the Agreement Administrator. The reimbursement form shall be submitted to: Department of Human Services, Self Sufficiency Programs, My Future-My Choice Invoicing, 500 Summer Street NE E48, Salem, Oregon 97301.
- 3) Invoices shall describe, itemize, and explain all expenses incurred as they relate to the *My Future-My Choice* Program, and for whom services were provided.

b. Allowable Costs

- 1) Recipient may charge to the Agreement only allowable costs resulting from authorized service delivery during the Agreement funding period.
- 2) Allowable costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. All costs charged to the Agreement, including costs for direct and indirect services, must comply with the applicable Federal cost principles.
- 3) In the event that Recipient utilizes equipment, space, personnel or activities or services provided for under this Agreement to provide services to third parties outside the scope of this Agreement, and the cumulative value of such use is projected to, or actually, exceeds \$1,000.00 per year, Recipient shall notify DHS in writing no less than thirty (30) calendar days prior to such use to determine the action to be taken. The approval of the use and disposition of the earned income shall be determined on a case-by-case basis.
- 4) Recipient is liable for any damage, including wear-and-tear, to equipment or space provided for under this Agreement when such damage results from Recipient's utilization of the equipment or space to provide services to third parties outside the scope of this Agreement.
- 5) Indirect costs associated with the administration of the Management Component shall be limited to those reasonable and necessary expenses required to provide the services described herein. Recipient is required to describe the methodology used to calculate the indirect costs. Recipient shall establish, maintain and utilize written procurement procedures. These procedures shall comply with "Allowable Costs" criteria, requirements of this

Agreement, and organizational standards.

c. Allowable Costs Associated with this Agreement:

- 1) Salaries.
- 2) Benefits.
- 3) Travel/ Transportation.
- 4) Substitute Teacher expenses.
- 5) Teen Leader Training costs.
- 6) Teacher, Adult Instructor, Classroom Facilitator Training costs.
- 7) Sexual health related trainings for professional development
- 8) Classroom and program participation incentive items.
- 9) Classroom handouts and materials not provided by DHS.
- 10) Other program support requested in writing and approved by DHS.

EXHIBIT A

Part 3 Special Provisions

By acceptance of this award the grantee agrees to comply with the General Terms and Conditions and the additional requirements below applicable to this program.

Administration on
Children, Youth, and
Families (ACYF) Family
and Youth Services
Bureau (FYSB)

TITLE V STATE SEXUAL RISK AVOIDANCE EDUCATION PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.235

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Title V, Section 510, of the Social Security Act.
2. The program is codified at 42 U.S.C. §710.
3. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR 75 in its entirety. No exceptions were identified.
4. Additional applicable regulations and Requirements, can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

FINANCIAL MANAGEMENT AND REPORTING

5. Federal funds awarded under this grant must be expended for the purposes for which they were awarded and within the time period allotted.
6. Funding (Project) Period/ Obligation Deadline. The funding (project) period and the obligation period are synonymous. Sexual Risk Avoidance Education funds are available for obligation for a 2 year period - from the first day of the Federal Fiscal Year for which these funds were awarded through the last day of the next Federal Fiscal Year. (i.e., October 1, Federal Fiscal Year 1 through September 30, Federal Fiscal Year 2.) Any Federal funds not obligated by the end of the obligation period will be recouped by this Department.

PROGRAM MANAGEMENT REPORTS

The OMB approved Program Report form for this program is Performance Progress Report (PPR). Semi-annual narrative program performance reports must describe the program activities carried out, including an assessment of the effectiveness of those activities in achieving the purposes of this grant. Each report covers the preceding 6-month period and is due 30 days following the end of the 2nd and 4th quarters (i.e., no later than April 30 and October 30, respectively). Electronic online program management report submission through GrantSolutions/OLDC is required.

All recipients and sub-recipient(s), including their implementation sites, will be required to collect and report information on program implementation and program outcomes through a common set of performance measures. This requirement applies to any community partners who agree to host a site or recruit program participants (e.g., school districts, non-profits).

SRAE performance measures will be distributed to funded recipients, who will be required to collect and report on these measures approximately twice a year. ACF has defined measures at the recipient, provider, and program levels.

Recipients will be expected to check local and state laws, policies, and procedures to ensure that the collection of performance measures data is feasible and obtain any necessary permissions (e.g., formal agreements with partners, Institutional Review Board (IRB) approval, copies of school district approvals) to collect these data. Recipients are responsible for ensuring all subrecipients and implementation sites collect and submit the SRAE performance measures. Recipients may develop additional indicators of program performance, as needed, including adding items to the entry or exit surveys. However, all FYSB OMB-approved items must be administered first, in the order presented in the approved survey, before any additional items are added. Any additional survey items should be added at the end of the OMS-approved survey and should not be submitted to ACF.

REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY REPORTING

1. The OMB approved Real Property and Tangible Personal Property Reporting is the following:
 - a. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and renovation are not an allowable activity or expenditure under this grant.
 - b. Tangible Property Report (SF-428s). The SF-428 Tangible Personal Property forms must be submitted as described in the General Terms and Conditions.

OTHER TERMS AND CONDITIONS

1. Have the project fully functioning and serving youth within at least 90 days following the issuance of the Notice of Award.
2. Formally train facilitators/educators in the evidence-based effective program model or elements of the effective program model by professionals who can provide follow-up technical assistance to facilitators.
3. Provide SRAE programming to vulnerable youth populations to include, but not limited to, the following: youth living in under-resourced regions and areas with high rates of teen births and STIs; culturally underrepresented youth populations, especially Hispanic, African American, or Native American teenagers; youth in or aging out of foster care or adjudication systems; youth who are victims of trafficking; youth who have runaway or left home without permission; youth experiencing homelessness; youth who identify as lesbian, gay, bisexual, transgender, and/or questioning (LGBTQ+); and other vulnerable or underserved youth populations.
4. Collect and report on all OMB cleared federal SRAE performance measures (recipients, partners and sub-recipients). SRAE Performance Measures are currently approved under OMB # 0970-0536.
5. For states and sub-recipients conducting local evaluations, participate in training and technical assistance provided by the federal government and follow related guidance provided by ACF/FYSB.
6. Submit curricula and programmatic materials to FYSB, as requested, for a medical accuracy review and provide a plan to comply with making any required modifications.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Recipient 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

- 5. Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
- 6. Ownership of Work Product.** Reserved.
- 7. Contribution.**

 - a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b.** With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law if the State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require 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 Recipient'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. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
 - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS 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:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

- (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
- (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.

- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of

State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any

provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" contractor is a contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ _____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Contractor shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$ _____ per claim and not less than \$ _____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor and Subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Contractor shall provide Network Security and Privacy Liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to agency or client data, whichever is longer, with a combined single limit of no less than \$ _____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency data.

POLLUTION LIABILITY:

Required Not required

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence of not less than \$ _____ and not be less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage

resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor’s completion and Agency’s acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days’ written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D

Federal Terms and Conditions

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

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

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Reserved
11. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures. Reserved.**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT F

Information Required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient* Name (which must match the name associated with 2. below): Crook County
2. Subrecipient’s Unique Entity Identifier (UEI): TJGNBU7GGJV4
3. Federal Award Identification Number (FAIN): 2303ORSRAE
4. Federal Award Date: 10/01/2022
5. Sub-award Period of Performance Start and End Date: From 07/01/2023 to 06/30/2024
6. Total Amount of Federal Funds Obligated by this Agreement: \$16,000.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$16,000.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$16,000.00
9. Federal award project description: Sexual Risk Avoidance Education (SRAE)
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Department Of Health and Human Services
 - (b) Name of pass-through entity: Department of Human Services (DHS)
 - (c) Contact information for awarding official of the pass-through entity: William Baney
11. CFDA Number and Name: 93.235
Amount: \$16,000.00
12. Is Award Research and Development? Yes No
13. Indirect cost rate for the Federal award: 10%

*For the purposes of this Exhibit, the term “Subrecipient” refers to Recipient, and the term “pass-through entity” refers to DHS.

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year 2023.

AGENDA ITEM REQUEST



Date:

6/20/2023

Meeting date desired:

6/28 & 7/5

Subject:

OHSU Grant Award Offer – Supporting Cancer Fighters, Survivors, and Grievors Through Art

Background and policy implications:

OHSU Knight Cancer Institute Community Partnership Program has funded several projects in Crook County over the past several years that help address needs that are community-identified. This project is a result of partners and community members seeking resources for grief and support through cancer diagnosis and/or loss.

Budget/fiscal impacts:

Total budget \$30,000

.2 FTE Project Lead

Behavioral health consultant & intern

Program supplies and promotion

Local project-related mileage

10% Indirect

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):

Elected official sponsor (if applicable):

/

06/02/2023

Award Agreement

OHSU Knight Cancer Institute Community Partnership Program (CPP)

250 NW Franklin Ave., Suite 302, Bend, OR 97701

Tel 503 418-8077 | knightcancerCRO@ohsu.edu**Organization Receiving Grant:** Crook County Health Department**Grantee:** Katie Plumb**Project Title:** Supporting Cancer Fighters, Survivors and Grievors Through Art**Grant Number:** 20231036**Grant Award:** \$30,000**Grant Tier:** Tier 2**Travel Award:** \$100**Grant Cycle:** 2023-1**Translation Award** (if applicable): \$500**Project Start Date:** 08/01/2023**Project End Date:** 07/31/2024**Entire agreement**

This agreement signed by both parties, including the grant proposal and budget attached hereto and by this reference incorporated herein, is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

Designation of Grantee

The grant award is given to the designated Grantee who is responsible for carrying out all aspects of the proposed project, unless otherwise specified in the original proposal. OHSU faculty, clinicians, and staff cannot be designated as the grantee nor be responsible for directing or carrying out the overall project. OHSU faculty, clinicians and staff may contribute by having a designated role on a project (i.e., consultant, biostatistics services, etc.) as outlined in the proposal. If it is determined that OHSU faculty, clinicians, or staff are acting as the grantee/ project lead and/or principal investigator, the award is subject to revocation.

Term

The term of this grant award contract will commence on the **project start date**, 08/01/2023, and terminate on the **project end date**, 07/31/2024, unless extended by mutual agreement. In the event the work is completed under this agreement prior to the end of the term, the final project report may be submitted prior to the established term end date to be eligible for another cycle of funding if all obligations have been met.

In the event that this award is to be used to continue a project previously funded by the Community Partnership Program, the Grantee agrees that all previously funded project activities and award obligations have been met prior to the start date of this award and demonstrated as such in the corresponding final project report. Funds awarded under this agreement may not be used toward any project objectives funded in a previous or future cycle.

A Grantee is eligible to hold a maximum of two active grants at one time. If the Grantee already hold two active grants, one of those must be closed and in good standing with the program before new funding will be issued.

Terms and use of funds

The funds given pursuant to this grant shall be used solely for the purposes specified in the proposal and budget during the project period cited above. Reallocating funds between budget categories is allowed within reason and applicable to direct project costs only. Maximum allowance for indirect or overhead costs is 10% of the total budget grant award. If applicable, grantee must provide applicable written approval from an Institutional Review Board (IRB) for all research to initiate distribution of funds. Funds may not be used for the preparation, distribution, or use of materials to directly support or defeat proposed legislation.

All grantees are required to attend the annual grantee conference. Grantees will receive a standard travel award in addition to their grant, which is provided to cover participant transportation costs to/from required events. Accommodation expenses for a maximum of two project representatives will be paid separately by OHSU Knight Cancer Institute on an as-needed basis.

Protection of human subjects

The Grantee is responsible for the protection of the rights and welfare of human subjects involved in any and all activities supported by the Knight Cancer Institute. Implementation of activities involving human subjects (e.g. participant recruitment, data collection) are not allowed prior to IRB approval.

This project is in the process of reporting or seeking determination of whether or not human subjects research will be conducted and as such may be subject to oversight by an IRB. If applicable, the project must receive the appropriate level of oversight as determined by an Institutional Review Board prior to implementation. Grantee is liable for all activities implemented through this grant.

If human subjects research is being conducted, the Grantee agrees to comply with any existing or new OHSU and federal policies and guidelines that may affect the research being undertaken by this grant. This includes but is not limited to obtaining prior written approval from the OHSU or other Institutional Review Board before undertaking any form of human subjects research and from the Institutional Animal Care & Use Committee for research studies involving vertebrates. Following completion of this grant, Grantee will have option to maintain or close the study based on future project needs.

If an IRB or CPP determines a project is not human subjects research, Grantee is responsible for seeking appropriate approvals from an IRB for any significant changes in project scope. We request the Grantee communicates any changes to the Community Partnership Program.

Communications

By accepting this award, the Grantee agrees to adhere to the policies and guidelines within the Communications Toolkit, which includes guidelines about acknowledgment of your award from the OHSU Knight Cancer Institute, brand use, and sharing communications materials with the Knight Cancer Institute.

Amendments

This agreement may be supplemented, amended or revised only in writing signed by both parties.

Grantee is to notify Knight Cancer Institute of any significant changes to the grant contract, including change of Grantee or any anticipated changes in grant activities and/or allocation of funds.

Extension without additional funds

Grantee may request to extend the term of the contract if additional time beyond the established expiration date of the grant term is required to assure adequate completion of the original scope of work within the funds originally made available. A single extension, which shall not exceed twelve months, must be submitted at least 30 days prior to the expiration date of the original award. A no-cost extension request form will be provided.

Termination

Knight Cancer Institute reserves the right to terminate or cancel a grant contract, in whole or in part, at any time prior to its expiration under the following guidelines:

1. When the Grantee has failed to comply with the terms and conditions of the grant contract or when Knight Cancer Institute has other reasonable cause.
2. When the Grantee and Knight Cancer Institute mutually agree to do so.
3. When the Grantee provides written notice to the Knight Cancer Institute setting forth reasons for such action, the effective date, and in the case of partial termination, the portion to be terminated.
4. When the Grantee has failed to provide the final report by the due date.

Following termination, normal grant contract closeout procedures will be initiated. Grantee must submit an end of project report detailing activities completed, or in progress, through the date of termination. Grantee will be required to report grant account balance and return any unused funds to the Knight Cancer Institute if unable to transfer the responsibility to another appropriate entity.

Payment of funds

Projects that are reported or determined not to be conducting human subjects researched will be paid in a single installment upon receipt of the determination memo from an IRB.

Projects that are determined to be conducting human subjects research are eligible to receive 10% of total grant funds at the time the determination is received by the OHSU Knight Cancer Institute to support the preparation of the IRB protocol and to initiate project planning. These funds are inclusive of, and not in addition to, the grant award of \$30,000, the travel award of \$100, and, if applicable, a translation award of \$500.

Grantee agrees to manage the project budget to ensure they have required resources for the successful completion of this funded project and attendance at required grantee events. The balance of grant funds will be distributed in a second and final installment after receipt of IRB approval memo by the OHSU Knight Cancer Institute.

If any human subjects activities are conducted outside of protocol preparation and IRB approval process, Grantee acknowledges that grant funds might be rescinded.

Please upload the following into the grantee portal immediately (see appendix):

1. Signed award agreement by a Crook County Health Department authorized signer
2. Confirm or corrected remittance information (see appendix)
3. Current W-9

To receive funds, email the following as available (all to be provide, as or if needed):

1. Research Determination Checklist
2. And/or if applicable, memo with human subjects research determination
3. And/or if applicable, memo of IRB approval or waiver of oversight (IAA) and/or Memorandum of Understanding between two IRBs

To be eligible to apply for funding in the future, Grantee will need to be in compliance with the following:

- Submit grant report within 30 days of the grant end date (template will be provided)
- Notify Community Partnership Program staff of any major project changes that may impact human subjects research, as outlined in the "Maintaining Compliance" document.
- Maintain IRB compliance, should it become applicable
- Follow the policies and procedures outlined in the Communications Toolkit
- Inform the Community Partnership Program of significant changes to the proposal that was submitted
- Within three (3) years preceding this offer, the organization applying for or receiving funds and all individuals responsible for the management of project funds must not have been convicted of or had a

civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract of subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- Satisfactory participation in grantee related activities, including calls, trainings, and networking opportunities. We will contact you as soon as possible if we determine that participation is unsatisfactory.

Signature Authority (sign name)

Date

Signature Authority (print name)

Title

Kerri Winters-Stone
Knight Cancer Institute Community Partnership Program Co-Director

Date

Appendix – Remittance Information

Please login to the applicant/grantee portal (<https://webportalapp.com/sp/login/ohsu-cpp>) to upload a signed copy of this award agreement, a current W-9 and to confirm the following information.

Check will be made out to: _____
In the online portal, enter the organization name that the check will be made out to.

Check mailing address: _____
In the online portal, enter the mailing address for the check.

Primary contact:

If any of the following information is incorrect, please correct it in the applicant/grantee portal, within the Applicant Profile section. If you would like to change the grant-holder to another person entirely, email us before editing the contact information.

Name: Katie Plumb
Title: Deputy Director
Tel.: 541 447-5165 ext. 226
E-mail: kplumb@h.co.crook.or.us

Community Partnership Program

Budget Template

Read "Instructions" worksheet before completing this form.

Organization:	Crook County Health Department	Date:
Project title:	Supporting Cancer Fighters, Survivors, and Grievors Through Art	8-Mar-23

Personnel name	Role on project	Salary and fringe benefits requested based on % FTE		
		Salary	Fringe benefits	Total
Camille Krueger	Coordinator .2 FTE	10,730	4,142	14,872
Sub-totals		\$10,730	\$4,142	\$14,872

	Consultant / Category	Cost	Sub-Total
Consultant costs			
<i>Itemize by consultant</i>	<i>Cheryl Nix, AND, BS Ed, LCSW</i>	3500	
			3,500
Equipment costs			
<i>Itemize each expense</i>			
Equipment items >\$3,000 not allowed without justification			0
Materials and supplies			
<i>Itemize by broad categories</i>	<i>Program supplies</i>	5800	
	<i>Program promotion</i>	2500	
			8,300
Travel costs			
<i>Itemize by broad categories</i>	<i>Mileage</i>	146	
			146
Clinical care costs			
<i>Itemize by category. Include no. people who will receive care/service and per person cost for providing the care/service</i>			
			0
Other expenses			
<i>Itemize by broad categories. Include an indirect costs (10% of total budget allowed) category, if applicable.</i>	<i>Intern compensation</i>	500	
	<i>Indirect 10%</i>	\$2,681.8	
			3,182
Total amount requested for budget period			\$30,000

Template version 2020-1, January 2020

Community Partnership Program

Provide additional information for each budget category and any other information to support the budget request.

Project title:	Supporting Cancer Fighters, Survivors, and Grievors Through Art
Section	Justification
Total Amount Requested	\$30,000

Personnel Staffing and responsibilities for this project include(s): <i>Describe personnel, FTE, brief bio, and proposed contribution</i>	This project will require a health strategist, an FTE of 0.20. Camille Krueger works for the Crook County Health Department (CCHD) prevention and health promotion team as the Mental Health Strategist. She has a Bachelors of Science in Natural Science and has been working in the health field for over 3 years. She will be conducting the outreach campaign, ordering supplies, planning the gatherings, leading set-up/clean-up, developing the survey, and organize data collection, and data storing/analyzing.
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Consultant costs <i>Briefly describe the need for consultant (e.g. evaluation/data analysis)</i>	Cheryl Nix, AND, BS Ed, LCSW is a liscened soul-crafting art therapist and will be the lead facilitator for the art gatherings.
--	---

Equipment <i>List needed equipment and briefly describe how it will be used</i> If including equipment items over \$3,000, provide justification	N/A
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Materials and supplies <i>Describe need by each broad category</i>	Program supplies will entail, various art supplies from, glue-sticks, scissors, paper, paint, canvases. \$800 of those funds will be used to purchase snacks for the art gathering since they will last up to 4hrs. Program promotion supplies will include, printing costs, toner, paper, postage, social media boosts, and advertising costs. Social media "boosted" posts will help generate more interest in the art gatherings.
--	---

Travel <i>Describe need by each broad category</i>	Travel includes mileage to the store to purchase supplies, to and from the art gathering location, and mileage to pass out brochures for the art gatherings.
--	--

Clinical care costs <i>Describe how you calculated any clinical care costs</i>	N/A
--	-----

Other expenses <i>Describe need by each broad category</i>	Intern compensation for travel expenses and time Inderect 10% will be for Crook County facilities and administration
--	---

Additional information <i>Describe any associated project costs that are not included in this budget and how they will be covered</i>	N/A
---	-----

Additional funding sources <i>Describe any additional funding sources that will support this effort if part of a larger project</i>	N/A
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AGENDA ITEM REQUEST



Date:

6/20/2023

Meeting date desired:

6/28 & 7/5

Subject:

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-0

Background and policy implications:

Initial IGA from Oregon Health Authority for the 2023-2025 biennium

Budget/fiscal impacts:

Total initial award: \$999,661.99

PE12-01, PE13, PE51-01, and PE62 awards are either still being negotiated or are pending due to delays in the legislature. Amounts currently awarded are only for the first quarter and may not be reflective of the full first quarter amount that will be awarded.

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):

Elected official sponsor (if applicable):

/

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

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

Document number: _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____

DOCUMENT RETURN STATEMENT

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

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

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

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

Authorizing signature

Date

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

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

AGREEMENT #180007

**2023-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, the Local Public Health Authority for Crook County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorize OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

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

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

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

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

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

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

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2023, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2025.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

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

[Exhibit D](#) [Special Terms and Conditions](#)

[Exhibit E](#) [General Terms and Conditions](#)

- [Exhibit F Standard Terms and Conditions](#)
- [Exhibit G Required Federal Terms and Conditions](#)
- [Exhibit H Required Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

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

3. SIGNATURES.

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

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 9, 2023, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

EXHIBIT A DEFINITIONS

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

1. **“Agreement”** means this 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Assistance Listing #”** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

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

2023-2025 PROGRAM ELEMENTS (PE)

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 01 – State Support for Public Health

<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE 01-07</u> ELC ED Contact Tracing	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-08</u> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-09</u> COVID-19 Active Monitoring - ELC	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-10</u> OIP - CARES	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y

PE 03 – Tuberculosis Case Management

<u>PE 03</u> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<u>PE 03-02</u> Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y

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

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

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

<u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02</u> COVID-19 Response	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

PE 13 – Tobacco Prevention and Education Program (TPEP)

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

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

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

<u>PE 40-01</u> WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 40-02</u> WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 40-03</u> BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<u>PE 40-04</u> BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<u>PE40-05</u> Farmer’s Market	GF	N/A	N/A	N	N

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 42 Maternal, Child and Adolescent Health (MCAH) Services

<u>PE 42-03</u> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-04</u> Babies First! General Funds	GF	N/A	N/A	N	N
<u>PE 42-06</u> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-11</u> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
<u>PE 42-12</u> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<u>PE 42-14</u> Home Visiting	GF	N/A	N/A	N	N

PE 43 – Immunization Services

<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE 43-06</u> CARES Flu	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<u>PE 43-07</u> School Law	GF	N/A	N/A	N	N

PE 44 – School-Based Health Centers (SBHC)

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

PE 46 – Reproductive Health

<u>PE 46-05</u> RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
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PE 50 Safe Drinking Water Program

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

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
	GF	N/A	N/A	N/A	N/A

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

<u>PE 51-01</u> Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
<u>PE 51-02</u> Regional Partnership Implementation	GF	N/A	N/A	N	N
<u>PE 51-03</u> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 51-04</u> Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block Grant	93.991	N	Y
<u>PE 51-05</u> Public Health Infrastructure Funding	FF	CDC/OHA/PHD’s application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	93.967	N	Y

PE 62 – Overdose Prevention

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

Fund Types:

GF means State General Fund dollars.

OF means Other Fund dollars.

FF means Federal Funds.

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

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

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

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

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

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

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

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

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

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

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

Not applicable.

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

Not applicable.

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases) as prescribed in OHA CD Investigative Guidelines available at:

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. OHA will share with LPHA the grant agreement and deliverables between OHA and OHA-funded CBOs and the contact information for all the CBOs. LPHA must communicate with OHA-funded CBOs about any changes that will affect coordination for wraparound services.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i)** Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j)** Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a)** Work with OHA regional field operations coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b)** Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

- (a)** Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b)** Enter all high-risk COVID-19 case investigation and outbreaks in Opera and Opera Outbreaks, as directed by OHA.
- (c)** Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in OPERA.
- (d)** Ensure all LPHA staff designated to utilize Opera are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

LPHA must facilitate efforts, including by partnering with OHA-funded CBOs and other community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

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

(6) Tribal Nation support.

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

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

LPHA must:

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

- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
- (c) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

As CARES/COVID supplemental funding resources are available, LPHA must:

- (a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccines in their communities.
- (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal and OHA guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends) when needed to ensure access to COVID-19 vaccines.
- (c) Prioritize vaccine distribution and administration in accordance with federal and OHA guidance.
- (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e) Plan and implement vaccination activities with organizations as needed to ensure equitable access to COVID-19 vaccines in the jurisdiction. Example organizations include but are not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations

(f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities

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

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

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

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

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

6. **Reporting Requirements.**

Not applicable.

7. **Performance Measures.**

Not applicable.

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

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

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

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

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

U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

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

2. **Definitions Specific to TB Services**

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

- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
 - h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
 - i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
 - j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
 - k. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
 - l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
 - m. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - n. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
 - o. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
 - p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

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

Not applicable

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

Not applicable

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

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

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

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

- g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER_CULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

Program Element #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 Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventiv eservices	Leadership and organizationalcompetencies	Health equity and culturalresponsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness andResponse
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:**

Not applicable.

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

Not applicable.

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

a. **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: <https://www.oregon.gov/oha/ph/diseasesconditions/communicabledisease/reportingguidelines/pages/index.aspx>
 - (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) Any 340B costs savings or program income realized as a result of this funding must be utilized in a manner consistent with the goals of the program in which it was authorized under. Therefore, any cost saving as a result of STD funding must be used to increase, enhance and support STD screening and treatment services.
 - (f) 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.
 - (g) 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.
 - (h) LPHA staff funded through this Agreement may be utilized to assist with Directly Observed Therapy (DOT) for Tuberculosis Services on a case-by-case basis. LPHA will notify the OHA STD program and obtain approval via email before using STD funding for TB DOT activities.
- (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)** All PE10-02 funded staff conducting STD case investigation are expected to attend trainings held by the OHA STD Program.
 - (3)** 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.
 - (4)** 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)** Staff travel costs.
 - (c)** Incentives for participation in services (including transportation costs), as approved by OHA. Per CDC requirements, prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of gift cards or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - i.** Individual gift card value cannot exceed \$25.
 - ii.** Up to 1% of PE10-02 funds can be utilized for incentive purchases.
 - (d)** 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.
 - (e)** 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.
 - (5)** Unallowable expenses include but are not limited to:
 - (a)** Medications and screening/testing costs.
 - (b)** Harm reduction supplies including syringes.
 - (c)** Advertising or marketing.
 - (d)** 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.
- c. CDC reporting requirements for the DIS Workforce Development Supplement necessitate the submission of staffing plans. As such, LPHAs must submit a staffing plan on a quarterly basis that includes:
 - (1) Name and role of current PE-10 funded staff.
 - (2) Responsibilities of PE-10 funded staff as they pertain to STD Case Investigation.
 - (3) Total FTE dedicated to PE-10 funded activities.
 - (4) Vacant PE-10 positions (including role, FTE, and potential timeline for hire).
- d. OHA will provide a template for such reporting and keep all recipients aware of updates to this form.

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.

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

OHA Program Responsible for Program Element:

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

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

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

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

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

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

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

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

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

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

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

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

Note: Emergency preparedness crosses over all foundational programs.

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

Not applicable

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

Not applicable

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

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

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

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

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.

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

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

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

i. HAN

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

- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.¹ The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
 - (2) Address health equity considerations as outlined in [Section 4b](#).
 - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
 - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
 - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
 - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
 - (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
 - (a) **Exercise:**
LPHA must:
 - Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
 - Involve two or more participants in the planning process.
 - Involve two or more public health staff and/ or related partners as active participants.
 - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

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

- (9)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²
- (10)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹ the Public Health Accreditation Board⁹, and the National Incident Management System.⁷ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
 - (b)** Identify and train appropriate LPHA staff¹¹ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

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

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

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

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

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

6. **Reporting Requirements.**

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

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

ATTACHMENT 1*1

PHEPR Program Annual Budget				
County				
July 1, 2022 - June 30, 2023				
			Total	Total
		Subtotal	\$0	\$0
PERSONNEL				
	List as an Annual Salary	% FTE based on 12 months		
			0	
(Position Title and Name)			0	
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
Fringe Benefits @ ()% of describe rate or method			0	
TRAVEL			\$0	\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0		
Hotel Costs:				
Per Diem Costs:				
Mileage or Car Rental Costs:				
Registration Costs:				
Misc. Costs:				
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0		
Air Travel Costs:				
Hotel Costs:				
Per Diem Costs:				
Mileage or Car Rental Costs:				
Registration Costs:				
Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0	\$0
SUPPLIES		\$0	\$0	\$0
CONTRACTUAL (list each Contract separately and provide a brief description)		\$0	\$0	\$0
Contract with () Company for \$ _____, for () services.				
Contract with () Company for \$ _____, for () services.				
Contract with () Company for \$ _____, for () services.				
OTHER		\$0	\$0	\$0
TOTAL DIRECT CHARGES			\$0	\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method			\$0	\$0
TOTAL BUDGET:			\$0	\$0
Date, Name and phone number of person who prepared budget				
NOTES:				
Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would computer to the sub-total column as \$50,000				
% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE				

Attachment 2: Use of Funds

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

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

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

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

ATTACHMENT 3*

Incident/Exercise Summary Report

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

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

References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
2. Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf
58-62
3. U.S. Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals with Access and Functional Needs*. Retrieved from <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
4. Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* as amended. Retrieved from <https://www.govinfo.gov/content/pkg/USCODE-2009-title42/html/USCODE-2009-title42-chap126.htm>
5. Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>
6. Definition from Office of Governor Kate Brown, State of Oregon Diversity, Equity, and Inclusion Action Plan (August 2021). https://www.oregon.gov/lcd/Commission/Documents/2021-09_Item-2_Directors-Report_Attachment-A_DEI-Action-Plan.pdf
7. National Incident Management System Third Edition (October 2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
8. Federal Emergency Management Agency. (December 2020). *National Incident Management System Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/sites/default/files/documents/fema_nims-basic-guidance-public-information-officers_12-2020.pdf
9. Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
10. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement*) Retrieved from: <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 10.
11. Oregon Office of Emergency Management. (2021). *National Incident Management System – Who takes what?* Retrieved from: https://www.oregon.gov/oem/Documents/NIMS_Who_Takes_What_2021.pdf
12. Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

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

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

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

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and

nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

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

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

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

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

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

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

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

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

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

Not applicable

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

Not applicable

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

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

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

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

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

7. **Performance Measures.**

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

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

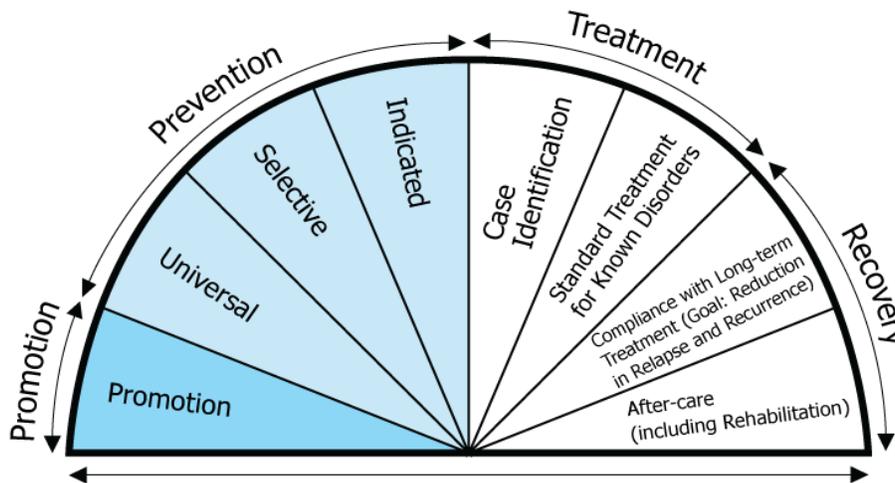
OHA Program Responsible for Program Element:

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

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

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

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



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

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

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

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

Not applicable

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

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

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

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

Not applicable

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

Not applicable

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

LPHA must:

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

this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

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

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

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

6. **Reporting Requirements.**

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

7. **Performance Measures.**

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

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

OHA Program Responsible for Program Element:

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

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

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

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

A. General (“WIC”) Services

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

2. Definitions Specific to WIC Services

- a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
- b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
- c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
- d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
- e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.
- f. Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.

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

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

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

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

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

Program Components	Foundational Program			Foundational Capabilities						
WIC Services: Provision of Supplemental Foods	X		X	*	X					
FDNP Services	X		X	*	X					
BFPC Services	*		X	X	X				X	

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

Not applicable

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

Not applicable

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

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

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

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

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

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master’s degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. **General WIC Services Requirements.**

(1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements

detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.

- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.
- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.

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

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

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

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

7. **Performance Measures.**

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

B. Farm Direct Nutrition Program (FDNP) Services.

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

2. **Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:
- a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
 - b. **Farmers Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - c. **Farmers Market Season or Season:** June 1 – November 30.
 - d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
 - e. **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
 - f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants 4 months of age or older and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.
3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (1) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipients. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.
 - (3) **Security:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.

- (4) **Check Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
- (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual
- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

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

C. Breastfeeding Peer Counseling (BFPC) Services

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

2. **Definitions Specific to BFPC Services.**

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

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
- e. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are **Page 136** participating in the BFPC program.

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

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

a. **Staffing Requirements and Staff Qualifications.**

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

b. **General BFPC Service Requirements**

- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
- (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
- (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
- (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
- (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
- (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventiv eservices Direct services	Leadership and organizationalcompetencies	Health equity and culturalresponsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness andResponse
<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>												
(Component 1) Title V MCH Block Grant Services	*			X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services	*			X	X		X	X	X		X	
(Component 3) Oregon Mothers CareServices	*			X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services	*			X	X		X	X	X		X	

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

Not Applicable

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

Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **MCAH Title V CAH (PE42-11):**
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section 4(b)(3).
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
 - (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).
 - (d) **MCAH Oregon Mother’s Care Title V (PE42-12):** Funds must be used for implementing OMC.
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
 - (f) **MCAH Family Connects Oregon General Funds (PE42-13 Family Connects Oregon):** Funds are limited to expenditures for Family Connects Oregon Home Visiting Services.
 - i. LPHA must submit a local program budget for OHA approval on a format and schedule to be determined by OHA
 - ii. Expenditures must be in accordance with the approved local program budget, modifications to the budget may only be made with OHA written approval.
- b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
 - (2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
 - (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

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

- (a) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5-year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
- (b) Oregon's evidence-based/informed Title V strategies and measures
- (c) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

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

- (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
 - (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, childcare health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

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

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
- (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:

- (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
- (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
- (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
- (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
 - (a) Babies First!
 - i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Maternal and Child Health Section.
 - ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
 - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
 - (b) Family Connects Oregon: LPHA must designate a staff member as its Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead. If

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

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

(2) Activities and Services

- (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
- (b) Family Connects Oregon: Services must be delivered in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (c) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

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

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

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

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

Title V Block Grant Services

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

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

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

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

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

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

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

7. Performance Measures.

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

Program Element #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 childcare 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	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>								
<i>X = Other applicable foundational programs</i>													
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:**

Not applicable

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

Not applicable

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

- a. 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.

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) 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/LaboratoryServices><http://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?selectedDivision=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?selectedDivision=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 #44: School-Based Health Centers (SBHC)

OHA Program Responsible for Program Element:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- All SBHC Services must be delivered in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

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

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

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the 2021-2023 Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified by June 30, 2023 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advanced Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Mental Health Expansion Grants.

- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

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

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

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

6. **Reporting Requirements.**

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

7. **Performance Measures.**

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

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

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

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

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

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

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

- Definitions Specific to Reproductive Health.**

Not applicable.

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

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

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

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

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

Not Applicable

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

Not Applicable

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

- a.** LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).
- b.** LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1)** The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.
 - (2)** The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community
 - (3)** The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4)** The Local Program Plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions
 - (5)** The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6)** OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.
- c.** LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

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

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

6. **Reporting Requirements.**

LPHA must provide an annual plan and budget; a mid-year progress report; and a final report with documentation.

7. **Performance Measures.**

Not applicable

Attachment 1

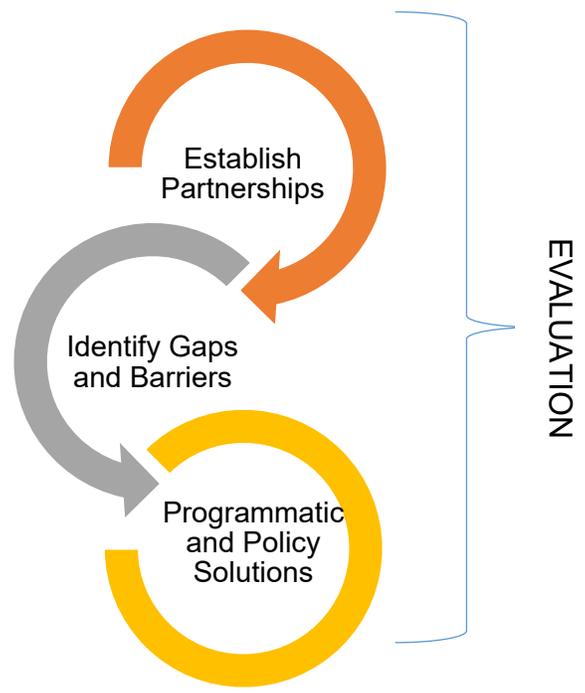
**Reproductive Health Program – FY 24 Local Program Plan Guidance
Community Partnerships and Assurance of Access to Reproductive Health Services**

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

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

Instructions

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



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

Program Component 1: Partnerships and Community Engagement

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

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

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

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

Program Component 1 – Example Objectives:

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

Program Component 2: Gaps and Barriers to RH Services

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

Program Component 2 - Example Objectives:

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

Program Component 3: Programmatic and/or Policy Solutions

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

Program Component 3 - Example Objectives:

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

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY
Program Element #46
Reproductive Health Program

Fiscal Year: _____

Organization Name: _____

Budget period From: _____ To: _____

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

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

Prepared by (print name)

_____ Email

_____ Telephone

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

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

1. Description.

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

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

- a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners”) to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners’ jurisdiction.
- b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”
- c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.
- d. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

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

2. Definitions Specific to Safe Drinking Water Program

- a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

- c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir, or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system’s monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system’s water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- k. **OHA:** Oregon Health Authority
- l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

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

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

3. **Alignment with Modernization Foundational Programs and Foundational.** The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [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	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>						
Emergency Response	X		*				X			X	X
Investigation of Water Quality Alerts	X		*					X			
Independent Enforcement Actions	X		*		X						
Technical Regulatory Assistance	X		*			X					X
Water System Surveys	X		*		X						
Resolution of Priority Non-compliers (PNC)	X		*		X						
Water System Survey Significant Deficiency Follow-ups	X		*		X						
Enforcement Action Tracking and Follow-up	X		*		X						
Resolution of Monitoring and Reporting Violations	X		*		X						

Program Components	Foundational Program					Foundational Capabilities					
Inventory and Documentation of New Water Systems	X		*			X					

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

Not applicable

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

Not applicable

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

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

b. **Required Services:**

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

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

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

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

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

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices

are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

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

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

6. Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

7. Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

- a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
- b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
- c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review: After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

9. Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

- a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
- b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.

c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice and refer to DWS for formal enforcement.

10. Enforcement Action Tracking and Follow-up: For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

11. Resolution of Monitoring and Reporting Violations:

- a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system’s classification, System Score, and violation severity.
- b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

12. Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

13. Summary of Required Services Based on Water System Type

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

14. Staffing Requirements and Qualifications.

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

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

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

16. Reporting Requirements.

- a. **Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
 - (1) Maintain accurate and current public water system inventory information.
 - (2) Support formal enforcement actions.
 - (3) Describe current regulatory status of water systems.
 - (4) Guide and plan program activities.
- b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
 - (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
 - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
 - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
 - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

- (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.
 - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
 - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
 - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
 - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.
17. **DWS Audits.** Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.
18. **Performance Measures.** Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:
- a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
 - b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
 - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
19. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:
- a. Distribute drinking water program and technical information on a monthly basis to Partners.
 - b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

- d. Provide Partners with the following information by the listed method:
 - (1) Immediate Email Notification: Water Quality Alert data, plan review correspondence
 - (2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
 - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
- e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.
- f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
- g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
- h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

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

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

Section 1: LPHA Leadership, Governance and Implementation

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

Section 2: Regional Public Health Service Delivery

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other 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	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs					X = Foundational Capabilities that align with each component						

Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*		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						
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:

Not applicable

c. Public Health Accountability Process Measures:

Not applicable

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

Requirements that apply to Section 1 and Section 2 funding:

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

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

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

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

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

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

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

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.

Attachment 1

Appendix A

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

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <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. <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <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) <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <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) <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <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
<p>Leadership and Organizational Competencies</p> <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. <p>Health Equity and Cultural Responsiveness</p> <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

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

Community Partnership Development

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

Communications

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

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

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

Background:

Substance use disorder and drug overdose are increasing health threats in Oregon. A 2020 National Survey on Drug Use and Health ranks Oregon at #2 in the country for rate of substance use disorder and #1 in illicit drug use disorder, prescription opioid misuse, and methamphetamine use. Oregon has seen a recent increase in overdoses from illicit fentanyl and non-opioid drugs, such as methamphetamine. The Oregon Health Authority aims to reduce the burden of substance use disorder and overdose through several key strategies, including increasing equitable access to harm reduction supplies, supporting overdose response planning and coordination, increasing access to substance use disorder treatment, supporting safe and effective non-opioid pain management, providing tools and guidelines to support appropriate prescribing, and collecting and reporting data to inform response, prevention, and policy.

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

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

Recipients are expected to collaborate with multi-disciplinary stakeholders to develop, plan, implement, and evaluate an overdose emergency response plan and collaborate with other projects within the county that address the community's challenges related to drug overdose deaths. The funded activities for this grant seek to promote the OHA's overdose prevention aims and collaboration expectations.

Program Components to be funded for this Program Element are:

- a. Convene or strengthen a county and/or regional multisector stakeholder coordinating body to assist with strategic planning and implementation of substance use disorder and/or overdose prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, persons with lived experiences, and representatives of diverse populations.
- b. Develop, plan, implement, and evaluate an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, harm reduction partners, substance misuse prevention partners, and others). Assess and update response plans throughout the grant period.
- c. Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
- d. Coordinate with the stakeholders responsible for determining how local governments will allocate opioid settlement funds within the county and/or region to implement complementary overdose prevention activities. Support coordination of local resource allocation.

- e. Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.
- f. Support Providers and Health Systems – Support clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).
- g. Partner with Public Safety and First Responders – Support data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.
- h. Empower individuals to make safer choices – Disseminate awareness and educational materials informed by media campaigns, translational research for public consumption, and appropriate messaging and resources to communities.

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

2. Definitions Specific to this PE

Not applicable

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

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

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<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>											
Establish Linkages to Care		*			X	X	X	X	X	X	X
Support Providers and Health Systems		*			X	X	X	X	X	X	X

Partner with Public Safety and First Responders		*				X	X	X	X	X	X	X
Empower Individuals to make safer choices		*				X	X	X	X	X	X	X

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

Not applicable

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

Not applicable

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

LPHA must:

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

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

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

6. **Reporting Requirements.**

- a. LPHA must have on file with OHA an approved Work Plan no later than November 1st of each year. LPHA must implement Overdose Prevention activities in accordance with its approved Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly Progress Reports.
- c. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.
- d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.

7. **Performance Measures.**

If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element in the next state fiscal year.

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

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

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

FINANCIAL ASSISTANCE AWARD (FY24)

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, July 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$0.00	\$6,956.75	\$6,956.75
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$0.00	\$52,904.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$17,595.25	\$17,595.25
PE13	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$44,233.00	\$44,233.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$0.00	\$112,660.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$0.00	\$52,815.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$0.00	\$158,450.00	\$158,450.00
PE40-05	Farmer's Market	\$0.00	\$2,378.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$2,187.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$6,989.00	\$6,989.00
PE42-06	MCAH General Funds & Title XIX	\$0.00	\$4,101.00	\$4,101.00
PE42-11	MCAH Title V	\$0.00	\$21,633.00	\$21,633.00
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$11,412.00	\$11,412.00
PE42-13	Family Connects Oregon	\$0.00	\$50,000.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$10,792.00	\$10,792.00
PE44-01	SBHC Base	\$0.00	\$60,000.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$106,760.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$17,113.68	\$17,113.68
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$0.00	\$38,728.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$36,316.08	\$36,316.08
PE51-05	CDC PH Infrastructure Funding	\$0.00	\$155,440.41	\$155,440.41
PE62	Overdose Prevention-Counties	\$0.00	\$18,680.00	\$18,680.00
PE62-02	Fentanyl Campaign Funds	\$0.00	\$10,000.00	\$10,000.00
		\$0.00	\$999,661.99	\$999,661.99

5) Foot Notes:	
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	4.2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.

6) Comments:	
PE01-01	4/2022: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	7/2023: SFY24 Award funding for first 3 months only
PE13	7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE36	5/2023: Redistribution for Jul-Sep 2023 SAPT_22; and TBD SAPT_23 Oct-Jun 2024 7/2023: SFY24 Award
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-01	4/2023: SFY24 Funding Available 7/1/23-9/30/23 Only
PE51-05	4/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE62	4/2023: FY24 funds available 7/1/23-9/29/23 only.
PE62-02	5/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. SFY24 Award - 7/15/2024: Funds available 7/1/23-8/31/23 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	

Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs)

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

Form Number 23-152

Revised July 2021

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

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due 30 days following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. Any expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

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

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

OHA/PHD: Oregon Health Authority/Public Health Division

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

Gray shaded areas do not need to be filled out.

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

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Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the ‘Other S&S Expenditures’ Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter “N/A”.
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

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

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

facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

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

e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.

f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.

g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:

- (1) **Column 1 “Program”** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year. Page 197

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

2. HIPAA/HITECH COMPLIANCE.

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

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

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

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

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
 - (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Financial Assistance.**

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

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

(3) Recovery of Misexpenditure.

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

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

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with

LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the

noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

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

 - I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

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

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

- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the

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

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

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

2. Use of Financial Assistance. LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

3. Subcontracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds a license, certificates, authorizations and other approvals required by applicable law to deliver the

Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.
5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
 - a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

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

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

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

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA’s use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA’s, as well as any of LPHA’s Subcontractors’ and sub recipients’, administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter’s expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA’s obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 “Termination” or (c) termination by LPHA, in accordance with Exhibit F, Section 8 “Termination” , of LPHA’s obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA’s service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA’s obligations under this Agreement with respect to financial assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration. If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

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

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

14. Purchase and Disposition of Equipment.

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

- (1) Network
- (2) Personal Computer
- (3) Printer/Plotter
- (4) Server
- (5) Storage devices that will contain Client information.
- (6) Storage devices that will not contain Client information when the acquisition cost is \$100 or more
- (7) Software when the acquisition cost is \$100 or more

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

- (1) description of the Equipment;
 - (2) serial number;
 - (3) source of funding for the Equipment (including the FAIN);
 - (4) who holds title;
 - (5) where Equipment was purchased;
 - (6) acquisition cost and date
 - (7) percentage of federal participation in cost;
 - (8) location, use and condition of the Equipment; and
 - (9) any ultimate disposition data including the date of disposal and sale price of the Equipment
- c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. LPHA represents and warrants as follows:
 - (1) **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. **Termination.**

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

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

necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement

Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third-Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in

this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E03
Salem, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

COUNTY: Crook County
Attn: Katie Plumb
375 Beaver Street, Suite 100
Prineville, Oregon 97754-1802
Telephone: (541) 416-1980
Email: kplumb@crookpublichealthor.gov

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

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

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

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to-time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

- 15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal **Page 224** entities.

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

- 1. Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a.** Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b.** If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c.** Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

- a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
- b. Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
- c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
- d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client’s reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client’s language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

- 4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

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

6. Independent Contractor. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. Required Subcontractor Insurance Language.

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against all Claims.

9. Subcontracts. Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

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

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

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

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

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

3. **COMMERCIAL GENERAL LIABILITY**

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

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

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.

\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

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

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

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

EXHIBIT J

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

PE01-12 ACDP Infection Prevention Training	
Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2020
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,517.82	\$1,517.82

PE10-02 Sexually Transmitted Disease (STD)		
Federal Award Identification Number:	NH25PS005149	NH25PS005149
Federal Award Date:	01/27/23	
Budget Performance Period:	01/01/2019-12/31/2023	01/01/2023-12/31/2023
Awarding Agency:	CDC	CDC
CFDA Number:	93.977	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	492,519.81	2340700
Project Description:	STD Prevention & Control	STD Prevention & Control
Awarding Official:	Cassandra Davis	Cassandra Davis
Indirect Cost Rate:	18.06	18.06
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53192	53242
Index:	50403	50403

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$26,452.00	\$26,452.00	\$52,904.00

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

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

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$17,595.25	\$17,595.25

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification	State Funds	State Funds	State Funds	B08TI083513	B08TI083963	B08TI084667
Federal Award Date:				03/11/21	05/17/21	08/03/22
Budget Performance Period:				03/15/21-03/14/2024	9/01/2021-09/30/2025	10/01/2021-09/30/2023
Awarding Agency:				SAMHSA	SAMHSA	SAMHSA
CFDA Number:				93.959	93.959	93.959
CFDA Name:				Substance Abuse Prevention & Treatment Block Grant	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:				\$19,288,251	\$16,658,035	\$6,637,462
Project Description:				Block Grants for Prevention and Treatment of Substance Abuse	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Jessica Hartman	Jessica Hartman	Jessica Hartman
Indirect Cost Rate:				18.06%	18.06%	18.06%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	52784	52613	52617	52521	52523	52519
Index:	50341	50341	50341	50341	50341	50341

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$5,295.02	\$337.98	\$3,379.80	\$22,532.00	\$20,278.80	\$60,836.40	\$112,660.00

PE40-01 WIC NSA: July - September

Federal Award Identification	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	04/06/23	04/06/23	04/06/23
Budget Performance Period:	10/01/2021-09/30/2022	10/01/2021-09/30/2022	10/01/2021-09/30/2022
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$26,840,681	\$26,840,681	\$26,840,681
Project Description:	WIC Admin	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52223	52225	52224
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$40,677.00	\$10,563.00	\$1,575.00	\$52,815.00

PE40-02 WIC NSA: October - June

Federal Award Identification	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:			
Budget Performance Period:	10/01/2023-09/30/2024	10/01/2023-09/30/2024	10/01/2023-09/30/2024
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA grant	WIC NSA grant	WIC NSA grant
Total Federal Award:	TBD	TBD	TBD
Project Description:	Supplemental Nutrition Program WIC Admin	Supplemental Nutrition Program WIC Nutrition Ed	Supplemental Nutrition Program WIC BF Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52110	52112	52111
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$122,034.00	\$31,690.00	\$4,726.00	\$158,450.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$21,633.00	\$21,633.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022-09/30/2024
Awarding Agency:	
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,412.00	\$11,412.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	7,770,374
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	18.06%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50404

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$10,792.00	\$10,792.00

PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification Number:	FPHPA006556	FPHPA006556
Federal Award Date:	03/18/23	
Budget Performance Period:	04/01/2023-03/31/2024	04/01/2024-03/31/2025
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	23,346,632.00	13,168,883
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed	Tisha Reed
Indirect Cost Rate:	18.06%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52792	TBD
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$12,835.26	\$4,278.42	\$17,113.68

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification Number:	State Funds	State Funds	00031223	98009022	98009023
Federal Award Date:			02/03/23	09/21/22	
Budget Performance Period:			10/01/2022-09/30/2023	10/01/2022-09/30/2025	10/01/2023-09/30/2026
Awarding Agency:			EPA	EPA	EPA
CFDA Number:			66.432	66.468	66.468
CFDA Name:			State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			2516000	11064000	TBD
Project Description:			OHA State Public Water System Supervision (PWSS) Primacy	Oregon FFY 2022 Drinking Water State Revolving Fund (base)	Oregon FFY 2023 Drinking Water State Revolving Fund (base)
Awarding Official:			Neverley Wake	Megan Browning	TBD
Indirect Cost Rate:			18.06%	18.06%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA:	No	No	No	No	No
PCA:	51283	51058	51322	51835	TBD
Index:	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,617.00	\$3,873.00	\$2,905.00	\$2,905.00	\$8,714.00	\$38,728.00

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	
Budget Performance Period:	12/1/2022-11/30/2027	12/1/2022-11/30/2027
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$30,054,888
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA:	No	No
PCA:	50297	TBD
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$64,766.84	\$90,673.57	\$155,440.41

PE62 Overdose Prevention-Counties

Federal Award Identification Number:	H79TI085732
Federal Award Date:	09/23/22
Budget Performance Period:	9/30/22 - 9/29/23
Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	Opioid STR
Total Federal Award:	\$15,474,271
Project Description:	Oregon SOR 3 grant
Awarding Official:	Tiffany Clayton
Indirect Cost Rate:	3.13%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	82446
Index:	87850

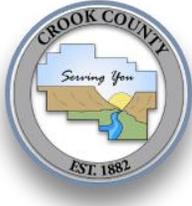
Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$18,680.00	\$18,680.00

PE62-02 Fentanyl Campaign Funds

Federal Award Identification Number:	B08TI083963	NU17CE925018
Federal Award Date:	05/17/21	08/10/22
Budget Performance Period:	9/1/21-9/30/25	9/1/21 - 8/31/23
Awarding Agency:	SAMHSA	CDC
CFDA Number:	93.959	93.136
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	\$16,658,056	\$2,834,987
Project Description:	Substance Abuse Prevention & Treatment Block Grant	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Jessica Hartman	Janelle Valladares
Indirect Cost Rate:	0%	14.18%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	82376	52261
Index:	87850	50339

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$0.00	\$10,000.00	\$10,000.00

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/



— MECHANICAL CONTRACTORS —
Facility Services

Crook Co Public Safety Bldg

Mechanical Investment Service Proposal

Date:
6/16/2023

Proposal Number:
FS01311

Prepared for:
Crook Co Public Safety Bldg

Prineville, OR 97754

Prepared by:
Lindsey Bozich

lindsey.bozich@apollomech.com





— MECHANICAL CONTRACTORS —

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

Apollo
7555 SW Tech Center DR
Tigard, OR 97223

Proposal Date: 6/16/2023
Proposal Number: FS01311
Agreement Number:

Ph: Fax: NA

Bill To Identity	Agreement Location
Crook Co Public Safety Bldg	Crook Co Public Safety Bldg
Prineville, OR 97754	Prineville, OR 97754
Attn: Nick Lilly	Attn: Nick Lilly

Apollo will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Planned Maintenance **SCHEDULES:** *Equipment Schedule *Air Filter Service

Agreement coverage will commence on 7/1/2023.

The Agreement price is \$25,560.00 per year, payable at time of service in installments of \$6,390.00 per Quarter beginning on the effective date of 7/1/2023 through 6/30/2024.

Equipment includes: (32) TU's, (10) RTU's, (8) UH, (5) LG split systems, (2) boilers, (2) HW Heaters, (1) Booster skid, (2) HW Pumps with VFD's, (25) EF
(4) quarterly services to include pre-filter replacement on (10) RTU's, annual belt replacement.
Also includes gaskets, O-rings, igniters, required for annual boiler maintenance.
Each visit verifies whether any new BMS alarms exist and address with client as needed.
All maintenance done in accordance with manufacturers recommendations and industry standard practices.

This Agreement is the property of Apollo and is provided for Customer's use only. Apollo guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms, with a 3% annual increase unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Accepted for Company by: Signature

Name (Print)

Name & Title

Title

Date / Phone / Fax

Date



Planned Maintenance Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.



Planned Maintenance Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.



12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.



Agenda Item Request

Date:

June 26, 2023

Meeting date desired:

July 5, 2023 – Court Session – Consent Agenda

Subject:

Update on Title III Fund expenditure request after public comment period

Background and policy implications:

The public comment period has ended for the Title III Fund expenditure request approved on May 3, 2023. There were no public comments and the Oregon Living With Fire program payment of \$20,250 will be paid with Title III Funds for fiscal year 2024.

Budget/fiscal impacts:

This expenditure was included in the fiscal year 2024 budget for Title III

Requested by:

Christina Haron, CPA 541-416-3808 christinaharon@co.crook.or.us

Presenters:

Christina Haron, CPA Acting Finance Director

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA

Memo:

To: Seth Crawford, County Judge
Brian Barney, County Commissioner
Jerry Brummer, County Commissioner

From: Christina Haron, CPA Acting Finance Director

Date: June 26, 2023

RE: Update on Title III Funds of \$20,250 after Public Comment Period

Update:

The 45-day public comment period for the below request to expend Title III Funds passed on June 23, 2023. The County did not receive any public comments regarding this request and will proceed with making the payment for the OLWF of \$20,250 utilizing Title III Funds as approved by the Court on May 3, 2023.

Original Request:

Crook County works with Jefferson, Deschutes and Klamath Counties for the purpose of providing operations for the Oregon Living with Fire (OLWF) program as stated in the contract approved on April 19, 2023. This program is intended for the counties to cooperate and assist in the areas of watershed restoration and community protection efforts for the purpose of National Cohesive Wildland Fire Strategy in Central Oregon. Crook County is responsible for 27% of the minimum budget for operations of the OLWF which is determined annually by the OLWF Steering Committee per the contract formula. This results in the county's contribution being \$20,250 for the upcoming year, starting July 1st.

OLWF, previously the Central Oregon Cohesive Strategies Initiative (COCSI), was created to help all Central Oregon communities work together toward reductions in wildfire risk, not only in the short term, but also in the long term. Their three primary goals are to share best practices that lead to advancements in fire adaptation, resilient landscape creation and maintenance, and more integrated wildland fire response in Central Oregon. Their plan to achieve these goals is by collaboration. "Collaboration...to manage vegetation and fuels; protect homes, communities, and other values at risk; manage human-caused ignitions; and safely, effectively, and efficiently responding to wildfire." Not only do their goals align with the requirements laid out in Title III for community wildfire protection plans, but they collaborate with other wildfire groups for Central Oregon.

Since this request is to support our community's wildfire protection plan, we would like to request the use of Title III funds to fulfill our contractual obligation.

Please let me know if you have any questions or would like additional information.



Agenda Item Request

Date:

June 7, 2023

Meeting date desired:

June 28, 2023 – Work Session

Subject:

Fiscal Year 2023 Audit Engagement Letter from Pauly Rogers and Co.

Background and policy implications:

One of the commissioners to sign on behalf of the County Court to accept the engagement letter from the auditors Pauly Rodger and Co who are engaged for our fiscal year 2023 audit and single audit.

Budget/fiscal impacts:

NA

Requested by:

Christina Haron, CPA 541-416-3808 christinaharon@co.crook.or.us

Presenters:

Christina Haron, CPA Acting Finance Director

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA



PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

June 5, 2023

Crook County

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2023. We will audit the basic financial statements of Crook County as of and for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Crook County as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Crook County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Crook County's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as identified in the financial report, is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Crook County's financial statements. We will subject the supplementary information, as identified in the financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

In connection with our audit of the basic financial statements, we will read the other information, as identified in the financial report, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Crook County’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Crook County’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Crook County’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also prepare OR assist in preparing the financial statements and related notes of Crook County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of

expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our ShareFile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Crook County
June 5, 2023

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

Audit Services:

Financial Statement Audit	\$ 52,500
Single Audit	4,000

Non-Audit Services:

Assistance with Preparation of Financial Statements	4,500
Total	<u>\$ 61,000</u>

The single audit fee quoted above includes the selection of one major program (or one cluster) to be tested. Due to risk criteria, some, of which are mandated by the federal government, more programs may be required to be selected for testing. In that case each additional major program will cost \$3,500.

If the County does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the County must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$1,000 will be charged to the County. If the audit team arrives at the County's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the County's books and records are adequately prepared for audit and a mobilization fee of \$1,000 will be charged to the County.

Crook County
June 5, 2023

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the County and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the County shall be asserted more than two years after the date of this engagement report issued by us.

The County hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

We have provided staff to work with your County as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your County, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Crook County, which will also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. Our latest peer review letter is available on the AICPA website for the public to view.

Crook County
June 5, 2023

We appreciate the opportunity to be of service to Crook County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST



Date:

June 27, 2023

Meeting date desired:

July 5, 2023 Consent Agenda

Subject:

Airport hangar transaction: termination of one lease and execution of another

Background and policy implications:

Current lessee's estate is selling its hangar, thus, the County is terminating the existing lease and executing a new lease with the hangar purchaser

Budget/fiscal impacts:

With the newly implemented "impact area" included in the rent, this should increase revenue to the Airport Fund

Requested by:

John Eisler, Asst. County Counsel, john.eisler@crookcountyor.gov

Presenters:

John Eisler

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A

**CROOK COUNTY/PRINEVILLE AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this ____ day of _____, 2023 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and John H. Larson, Trustee of the Larson Living Trust dated 10/6/2014 (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at:

4037 SW Aviation Blvd., Prineville, OR 97754

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of :

Twenty Years

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

To Lessee:

John H. Larson, Trustee of the Larson
Living Trust dated 10/6/2014
61850 SE 27th Street
Bend, OR 97702

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 3,930 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an “AS IS”, “WHERE IS” condition without representation or warranties from County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of Twenty years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the “Extended Term”) by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the “Term”), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.30 per square foot for the Leased Premises and Impact Area space—a sum area of 7,700 square feet—for a total of \$2,310 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 3,770 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

Rent will be adjusted annually effective on January 1st (the “Adjustment Date”). The County will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee’s use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy.

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee’s activities at the Leased Premises, including but not limited to (1) coverage for

hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

Lessee assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay County, City of Prineville, and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville, and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent

unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;
- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY

COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.

- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

B. Development.

County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate County to relocate Lessee as a result of any such Airport developments or improvements.

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;
- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by County for the installation, maintenance, inspection, repair or removal of facilities owned **Page 263**

or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

G. Relocation of Hangar and Leased Premises.

The precise location of the Leased Premises where the hangar is located is subject to County's discretion and modification. County may compel relocation of the hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee, or if relocation is due to termination of this Agreement.

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

///

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T. Counterparts.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

For Lessee

For Crook County

John H. Larson, Trustee of the Larson Living Trust
dated 10/6/2014

CROOK COUNTY

By: _____
John Larson

By: _____

Date: _____

Date: _____

Exhibit A

LEGAL DESCRIPTION OF LEASE SITE HANGAR B13 AT THE PRINEVILLE AIRPORT, LOCATED IN THE S1/2 OF SECTION 11, T.15S., R.15E., W.M., CROOK COUNTY, OREGON
W.O. 23-5998

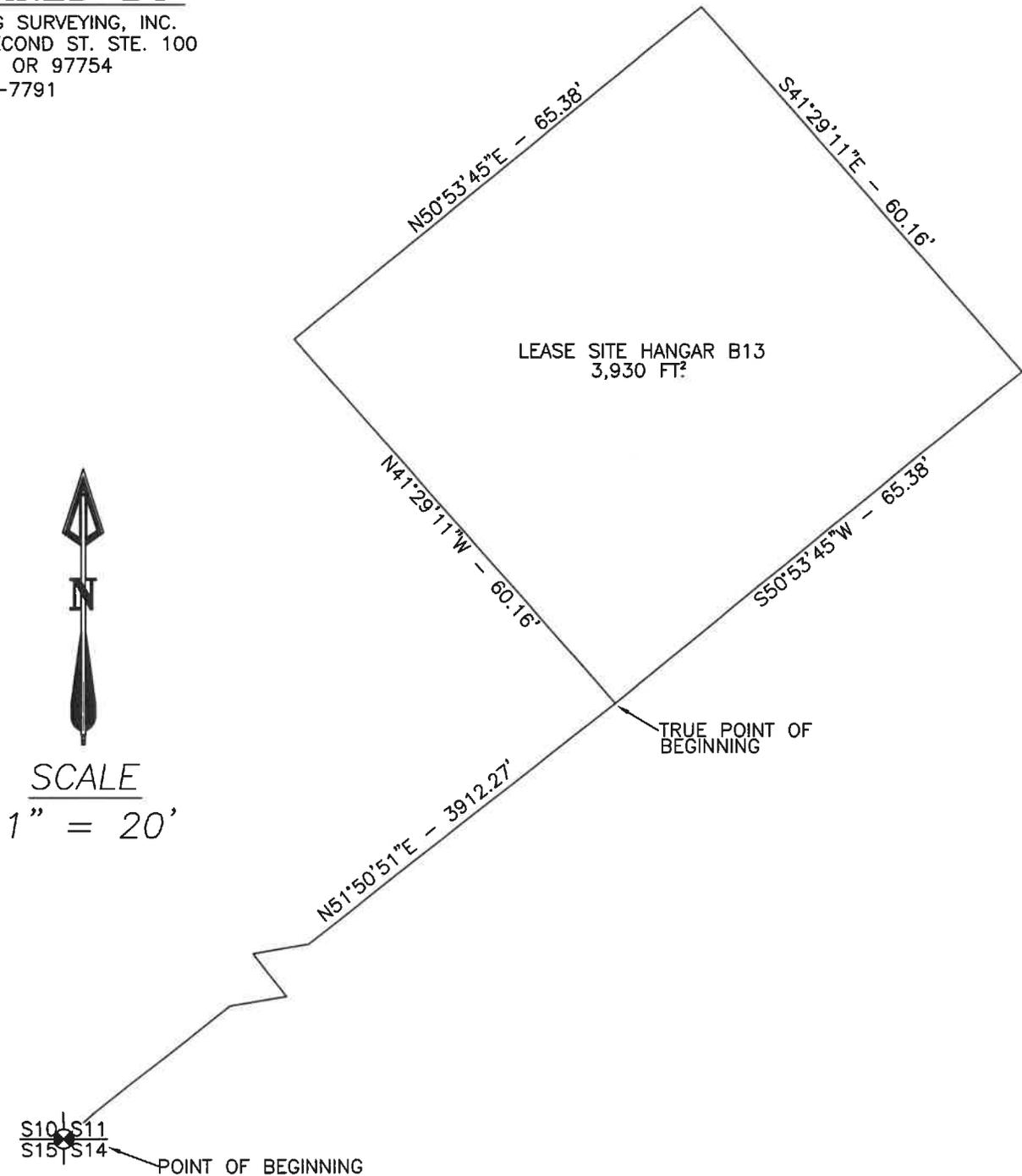
LEGAL DESCRIPTION – HANGAR B13

Legal description of lease site hangar B13, located in the South one-half (S1/2) Section 11, Township 15 South, Range 15 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 51°50'51" East a distance of 3912.27 feet to the True Point of Beginning of this legal description; thence North 41°29'11" West a distance of 60.16 feet; thence North 50°53'45" East a distance of 65.38 feet; thence South 41°29'11" East a distance of 60.16 feet; thence South 50°53'45" West a distance of 65.38 feet to the True Point of Beginning, containing 3,930 square feet, more or less.

*EXHIBIT MAP FOR A LEASE SITE HANGAR AT
THE PRINEVILLE AIRPORT, LOCATED IN THE
S1/2 OF SECTION 11, T.15S., R.15E., W.M.,
CROOK COUNTY, OREGON
W.O. 23-5998*

PREPARED BY

ARMSTRONG SURVEYING, INC.
267 NE SECOND ST. STE. 100
PRINEVILLE, OR 97754
(541) 447-7791



After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Memorandum of Ground Lease

THIS Memorandum of Ground Lease (Memorandum) is dated _____, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and John H. Larson, Trustee of the Larson Living Trust dated 10/6/2014 (Tenant).

RECITALS

- A. Landlord and Tenant entered into that certain Ground Lease and Use Agreement (the “Lease”) dated _____, 2023, with respect to the real property described on attached Exhibit A (the “Leased Premises”).
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Lease Term.** The Term of the Lease expires on _____, 2043. With certain conditions met, Tenant has an option to extend the Term of the Lease for two additional ten-year terms.
2. **Use of the Property.** Tenant shall use the Leased Premises primarily for the storage of aircraft.
3. **Ownership of Improvements.** All improvements constructed or installed on the Leased Premises are the property of Tenant. The Parties agree that all Improvements constructed or installed on the Leased Premises by Tenant are hereby severed by agreement and intention of the Parties, even though attached or affixed to the Leased Premises.
4. **No Liens or Merger.** Tenant has no power or authority to permit a lien to attach to the property of Landlord, nor may there be a merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate of Landlord.
5. **General.**
 - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
 - b. This Memorandum may be amended only by a written instrument by the parties hereto.

Exhibit A

LEGAL DESCRIPTION OF LEASE SITE HANGAR B13 AT THE PRINEVILLE AIRPORT, LOCATED IN THE S1/2 OF SECTION 11, T.15S., R.15E., W.M., CROOK COUNTY, OREGON
W.O. 23-5998

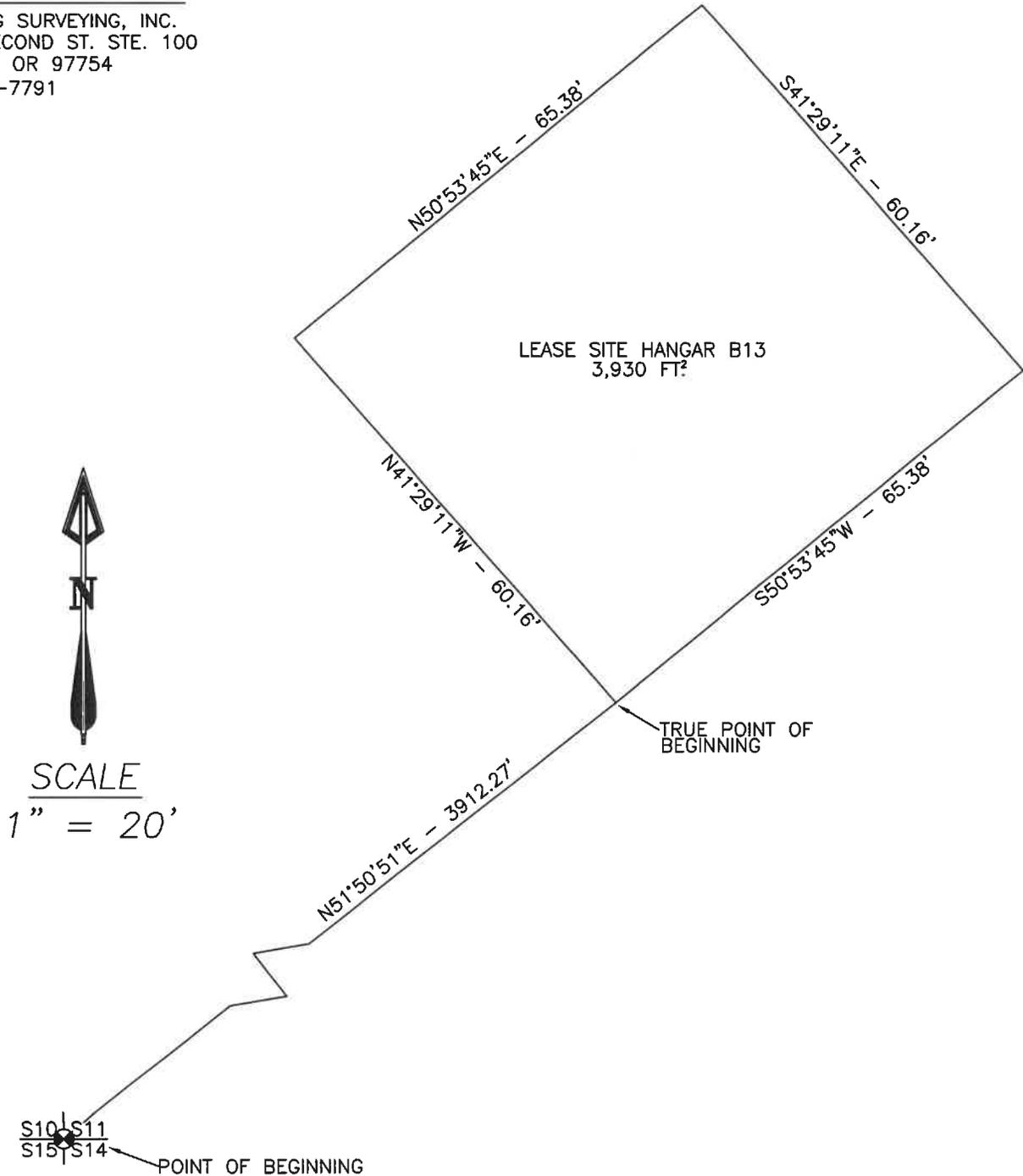
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*EXHIBIT MAP FOR A LEASE SITE HANGAR AT
THE PRINEVILLE AIRPORT, LOCATED IN THE
S1/2 OF SECTION 11, T.15S., R.15E., W.M.,
CROOK COUNTY, OREGON
W.O. 23-5998*

PREPARED BY

ARMSTRONG SURVEYING, INC.
267 NE SECOND ST. STE. 100
PRINEVILLE, OR 97754
(541) 447-7791



After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is dated _____, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Anita A. Read, as personal representative of the estate of Robert Lee Read (“Tenant” or “Lessee”).

RECITALS

- A. The City of Prineville, on behalf of Crook County, and Tenant entered into that certain Private Hangar Lease (the “Lease”) dated April 5, 2012 and recorded in the Crook County Clerk’s records as MF#2012-252461.
- B. Pursuant to Deschutes County Case No. 23PB01561, Anita A. Read has been appointed the Personal Representative for the Estate of Robert Lee Read, with full powers.
- C. Tenant is transferring ownership of the improvements and the new owner is entering into a new lease with Landlord for the leased premises.
- D. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of _____, 2023.
2. **Use of the Property.** Tenant’s rights to access, use, and exclude others from the leased premises are extinguished concurrently with this Termination.
3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.
4. **General.**
 - a. This Termination must be construed in accordance with the laws of the State of Oregon.
 - b. This Termination may be amended only by a written instrument by the parties hereto.
 - c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant

The Estate of Robert Lee Read

By: Anita A. Read

For Landlord

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2023 by Seth Crawford in his capacity as Crook County Judge, and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by Anita A. Read as Personal Representative of the Estate of Robert Lee Read.

Notary Public for Oregon

AGENDA ITEM REQUEST



Date:

June 27, 2023

Meeting date desired:

July 5, 2023

Subject:

Successor agreement for expired ground lease to Vector Control District

Background and policy implications:

In 1998, the County executed a ground lease in favor of the Vector Control District, offering unsurveyed ground on the Fairgrounds for the placement of a storage building. The building would house the District's equipment, chemicals, and other assorted items. The lease's duration would continue until June 26, 2023 (25 year), for \$5,000.00 total in rent. The District did not exercise the option to extend the duration another 25 years. After many drafts for a successor lease were exchanged, the District executed the attached yesterday.

Budget/fiscal impacts:

The new lease's duration is 5 years, with options for either annual rent of \$250.00, or a discount rent of \$1,000 if all 5 years are paid up front, plus certain utility charges.

Requested by:

*Eric Blaine, County Counsel
Eric.Blaine@crookcountyOR.gov
541-416-3919*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Our office has reviewed the lease for legal sufficiency.

Elected official sponsor (if applicable):

N/A

COMMERCIAL LEASE

Date: June th 26, 2023

Between: Crook County ("County")
Address: 1280 SE Main Street
Prineville, OR 97754 **Landlord**

And: Crook County Vector Control District ("District")
Address: 1197 SE Fairgrounds Road
Prineville, OR 97754 **Tenant**

RECITALS

1. The District is an Oregon special district responsible for undertaking action to reduce the prevalence of mosquitos and the infections they may spread; and
2. District and County were parties to a 1998 ground lease, whereby the County as Landlord leased space on the Crook County Fairgrounds property to District as Tenant for the construction and operation of a storage building for the District's equipment and supplies; and
3. At the expiration or termination of that 1998 ground lease, any building constructed by the District becomes the property of Crook County. The 1998 lease expired on June 26, 2023; and
4. County and District wish to execute a new lease, on the terms and conditions described herein.

AGREEMENT

Based on the foregoing recitals, County leases to District and District leases from County the following described property (the "Storage Building") on the terms and conditions stated below:

The area located on the South East corner of the Crook County Fairgrounds property, as depicted on the attached Exhibit A.

The Parties agree that each party may make use of the exterior portion of the leased premises so long as such use is reasonable and does not materially interfere with the reasonable use of any other party.

Section 1 Occupancy

1.1 Term and Duration. The term of this Lease shall commence on execution of this agreement, and continue through 5:00 PM Pacific Time on June 30, 2028, unless sooner terminated as hereinafter provided.

1.2 Possession. District's right to possession and obligations under this Lease shall commence on execution. At the termination or expiration of the Lease, the County will have sole authority to possess and occupy the Storage Building.

Section 2 Rent.

2.1 Consideration. Within thirty (30) days of the beginning of the Term of this Lease, and thereafter by July 31 of each subsequent calendar year of the Term, District will remit to County the sum of \$250.00, and will thereafter pay for electrical utilities related to the County's water tower as described in Paragraph 9.2 below, which together will constitute each year's rent owed by District for the term of the lease. Notwithstanding the foregoing, District may choose to prepay for five years' of rent, not including electricity utilities charges, in one payment, due within thirty (30) days of the beginning of the Term of this Lease, in which case the rent amount due will be \$1,000.00, plus the electrical utilities as described in Paragraph 9.2 below.

Section 3 Use of the Storage Building

3.1 Permitted Use. The Storage Building shall be used the storage of equipment, chemicals, insecticide, and other items related to its public service functions.

3.2 Restrictions on Use. In connection with the use of the Storage Building, District shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Storage Building and its use, including all environmental laws, and will correct at District's own expense any failure of compliance if reasonably able to do so, and if not, then the Lease may be terminated by the County or District with 30 days prior written notice to the other.
- (2) Refrain from any activity that would make it impossible to insure the Storage Building.
- (3) Refrain from any use that would be reasonably offensive to other users of the Crook County Fairgrounds or that would tend to create a nuisance.
- (4) Secure the doors of the building and provide a key to County.

3.3 Hazardous Substances. District shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Storage Building. District may use or otherwise handle on the Storage Building only those Hazardous Substances typically used or sold in the prudent and safe operation of the operation(s) specified in Section 3.1. District may store such Hazardous Substances on the Storage Building only in quantities necessary to satisfy District's reasonably anticipated needs. District shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity

of Hazardous Substances used, handled, or stored in the Storage Building. Upon the expiration or termination of this Lease, District shall remove all Hazardous Substances from the Storage Building. The term **Environmental Law** shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term **Hazardous Substance** shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and/or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4 Improvements by the District

4.1 Prior Approval. All structural improvements made by the District shall be made with the prior approval of County, whose approval shall not be unreasonably withheld.

4.2 Permits/Inspections. All improvements requiring permits or inspections by governmental entities shall only be made by the District after obtaining the necessary governmental permits at the District's sole expense and where inspection is required, such inspections shall be made at the sole expense of the District. Even if governmental entities do not require inspection, County, before approving a proposed improvement, may require inspection of the construction and inspection of the completed improvement if such inspection is reasonable and necessary.

4.3 Designation of County's Agent. County designates the County Fairgrounds Manager as its agent, herein referred to as the "Manager," with regard to approval of activities, alterations, improvement, and operation of the Storage Building. County may designate a different person to act as Manager by providing written notice to the District at the address provided herein of the name and contact information of the new Manager. Unless otherwise advised in writing, District may rely on decisions of the Manager as those of the County.

Section 5 Repairs and Maintenance

5.1 County's Obligations. County shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Storage Building.

5.2 District's Obligations. District, at its expense, shall keep the Storage Building in as good condition and repair as it now is, reasonable wear and tear excepted. District shall keep its personal property inside the building in an orderly and clean condition as the existing circumstances allow.

5.3 District's Interference with County. In performing any repairs, replacements, alterations, or other work on or around the Storage Building, District shall not cause unreasonable interference with County's use of the surrounding Fairgrounds.

5.4 Exterior of Building. District shall not store materials on the Storage Building outside the building without the approval of the Manager, which approval will not be unreasonably withheld.

Section 6 Alterations

6.1 Alterations Prohibited. District shall make no improvements or substantial alterations to the Storage Building of any kind without first obtaining the Manager's approval. All alterations and improvements shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes, and at District's sole expense.

6.2 Ownership and Removal of Alterations. All structural improvements and alterations that may be or have been made to the Storage Building by District shall become the property of County when installed, and may not be removed from the Storage Building by District upon termination or expiration of this Lease.

Section 7 Insurance

7.1 Fire and Casualty. District shall keep the Storage Building insured at District's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance will include limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "Crook County and the Crook County Fair Board are both named as additional insureds," it being the intent of the Parties that the District's insurance will provide contractual liability and additional insured coverage for Crook County and the Crook County Fair Board consistent to cover District's indemnity obligations under the "INDEMNIFICATION" paragraph of this Lease. District may carry insurance insuring the property of District in the Storage Building against such risks but shall not be required to insure such District property.

7.2 Commercial General / Pollution Liability. At all times, District must be properly licensed and must maintain Commercial General Liability insurance, and Pollution Liability insurance, both with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "Crook County and the Crook County Fair Board are both named as additional insureds," it being the intent of the Parties that the District's insurance will provide contractual liability and additional insured coverage for Crook County and the Crook County Fair Board consistent to cover District's indemnity obligations under the "INDEMNIFICATION" paragraph of this Lease.

Section 8 Taxes

8.1 Property Taxes. District shall pay as due all taxes on its personal property located in the Storage Building if any taxes are applicable. County shall pay as due all real property taxes, if any, levied against the Storage Building.

Section 9 Utilities

9.1 Payment of Utilities. District shall be solely responsible for all utilities, including but not limited to: electricity, sewer, and water.

9.2 Utilities for Water Tower. At the time of the execution of this Lease, County anticipates installing a water tower, water pump(s), and related facilities (hereinafter "the Water Tower") near the Storage Building. In the event that a separate electricity meter cannot be installed, such that County would be billed directly for the electricity used by the Water Tower, District will provide County with copies of at least billing for electricity used by the Storage Building for the period of August 1, 2022, through July 31, 2023. County will examine the electricity usage for the Storage Building prior to the installation of the Water Tower against the electricity usage for the Storage Building after installation. County will then provide District with an estimated cost for electricity usage prior to the installation of the Water Tower. District and County will thereafter cooperate to transfer the electricity meter into the County's name. Notwithstanding the foregoing, County may impose upon District a charge based upon that estimated cost of electricity usage attributable to the Storage Building but not the Water Tower as additional rent owed by the District to County. Such costs may be paid by District on a monthly or annual basis. If District objects to the amount of this electricity utility cost, District may terminate this Lease according to the provisions of Section 14.1 below.

Section 10 Liability and Indemnity

10.1 Liens. District shall pay as due all claims for work done on and for services rendered or material furnished to the Storage Building, and shall keep the Storage Building free from any liens. If District fails to pay any such claims or to discharge any lien, County may do so and collect the cost from District. Any amount so added shall bear interest at the rate of 15% per annum from the date expended by County and shall be payable on demand. Such action by County shall not constitute a waiver of any right or remedy which County may have on account of District's default.

10.2 Indemnification. District shall indemnify and defend County and the Crook County Fair Board from any claim, loss, or liability arising out of or directly related to District's use of the Storage Building, or any condition of the Storage Building while in the possession or under the control of District. County will indemnify and defend the District from any claim, loss, or liability arising out of or related to any activity of County occurring in the Storage Building to the extent caused by County's negligence or breach of duty under this Lease.

Section 11 Quiet Enjoyment

11.1 County's Warranty. County warrants that it has the authority to lease the Storage Building to the District.

Section 12 Assignment and Subletting

12.1 Restriction on Third-Party Use. No part of the Storage Building may be assigned, mortgaged, or subleased, nor may a right-of-use of any portion of the property be conferred on any third person by any other means, without the prior written consent of County. This provision shall apply to all transfers whether by operation of law or otherwise. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 13 Default The following shall be events of default:

13.1 Default in Covenants. Subject to the provisions of Paragraph 3.2, failure of District to comply with any term or condition or fulfill any obligation of the Lease within thirty (30) days after written notice by County is made to the District specifying the nature of the default with reasonable particularity shall constitute a default. If the default is of such a nature that it cannot be reasonably remedied within the 30-day period, this provision shall be complied with if District begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence under all the circumstances and in good faith to effect the remedy as soon as practicable.

13.2 Insolvency. The following each constitute an event of default: An assignment by District for the benefit of creditors; the filing by District of a voluntary petition in bankruptcy; an adjudication that District is bankrupt or the appointment of a receiver of the properties of District; the filing of any involuntary petition of bankruptcy and failure of District to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of District to secure discharge of the attachment or release of the levy of execution within 10 days.

Section 14 Remedies on Default

14.1 Termination Without Cause. Any Party may terminate the Lease without cause upon ninety (90) days' prior written notice to the other Party. The Parties will deal with each other in good faith during the ninety (90) day period after notice of intent to terminate without cause has been given.

14.2 Termination For Cause. Subject to the provisions of Paragraph 3.2 above, any Party may terminate the Lease for cause upon thirty (30) days' prior written notice to the other Party. Such notice will include a statement as to the cause and the Party who has violated the Lease. Cause includes material violation of the Lease or any act exposing another Party to liability to others for personal injury or property damage, including environmental contamination.

Section 15 Surrender at Expiration or Termination

15.1 Condition of Storage Building. Upon expiration of the Lease term or earlier termination on account of default or under the provisions for termination, District shall deliver all keys to County and surrender the Storage Building broom clean. Depreciation and wear from ordinary use for the purpose for which the Storage Building

are leased shall be accepted, but repairs for which District is responsible shall be completed to the latest practical date prior to such surrender.

15.2 Removal of Personal Property. Prior to expiration or termination of the Lease term, District shall remove all furnishings, furniture, and fixtures that remain its property within a reasonable period of time. District shall be provided reasonable access to do so. If District fails to do so, this shall be an abandonment of that property, and County may retain the property and all rights of District with respect to it shall cease or, by notice in writing given to District within twenty (20) days after removal was reasonably required. County may elect to hold District to its obligation of removal. If County elects to require District to remove its property, County may effect a removal and place the property in public storage for District's account. District shall be liable to County for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by County.

15.3 Holdover. (1) If District does not vacate the Storage Building at the time required, County shall have the option to treat District as a tenant on a month-to-month basis, subject to all of the provisions of this Lease, with rent for the holdover period being calculated as described in Paragraph 15.4 below; *and* (2) If the District holds over past the date of termination, the tenancy shall be deemed to have terminated as of the date of the original termination and the District expressly waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

15.4 Holdover Rent. To determine the real market value of the holdover rent for the building and improvements, the Parties will mutually agree upon a licensed realtor or real estate appraiser who will examine the Storage Building and provide a written valuation. If the parties cannot agree upon a licensed realtor or real estate appraiser within ten (10) days of the date of expiration or the notice of termination, any party may petition the presiding judge of the Crook County Circuit Court to appoint the licensed realtor or real property appraiser. The person selected by the presiding judge shall be binding upon the Parties. The written valuation of the licensed realtor or real estate appraiser will be binding upon the Parties. The realtor or appraiser's fees will be the sole responsibility of the District as holdover Tenant.

Section 16 Miscellaneous

16.1 Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited postage pre-paid in United States mail as first class and certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

16.3 Succession. Subject to the above-stated limitations on transfer of District's interest, this Lease shall be binding on and inure to the benefit of the parties

and their respective successors and assigns.

16.4 Entry for Inspection. County or Manager shall have the right to enter the Storage Building at any reasonable time and without prior written notice.

16.5 Time of Essence. Time is of the essence of the performance of each of party's obligations under this Lease.

16.6 Recordation. This Lease shall not be recorded without the written consent of County.

16.7 District Agent. The District designates Ken Fahlgren, Director as its Agent to County. Said Agent shall have the authority to act for District, and County shall be able to rely on that Agent as representing District. The Agent shall be the contact between County and the Manager and District. If District changes its agent, it shall notify the County in writing of the change and provide the contact information for the new agent.

16.8 Successors/Assigns. All of the covenants, agreements, terms and conditions of this Lease shall apply to and be binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

16.9 Complete Agreement. This Lease is the entire agreement of the Landlord and Tenant concerning the premises, building, common areas, and land. There are no implied covenants or other agreements between the parties except as expressly set forth in this Lease.

Section 17 Dispute Resolution.

17.1 Operative Law; Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon with venue being located in Crook County, Oregon.

17.2 Change In Operative Law. In the event that either party believes that a change in law, whether by statute, administrative rule, or ruling of a court of competent jurisdiction, alters the provisions of this Lease including the allocation of risks between the parties, that party may send notice to the other party under this Section 17.2 requesting that the provisions of the Lease be opened to renegotiation. Such notice will include a citation to the legal authority prompting the request. The parties will thereafter promptly meet to discuss in good faith whether and how to amend the provisions of the Lease. If the parties are unable to come to an agreement on amending the lease, either party may terminate the Lease upon sixty (60) days' prior written notice, unless such operative law requires a shorter timeframe.

Section 18 Signatures

18.1 Execution in Counterparts. This Authorization for Services may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

County:

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

District:

CROOK COUNTY VECTOR CONTROL DISTRICT

By:  _____

Robert Hindman

Its: Director

Its: _____

Date: June 26, 2023

EXHIBIT A-1

That portion of the Crook County Fairgrounds, tax lot 15 16 05C 013800, shown below:

Crook County, Oregon



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE USE OF THIS INFORMATION. THE COUNTY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THIS INFORMATION. THE COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.

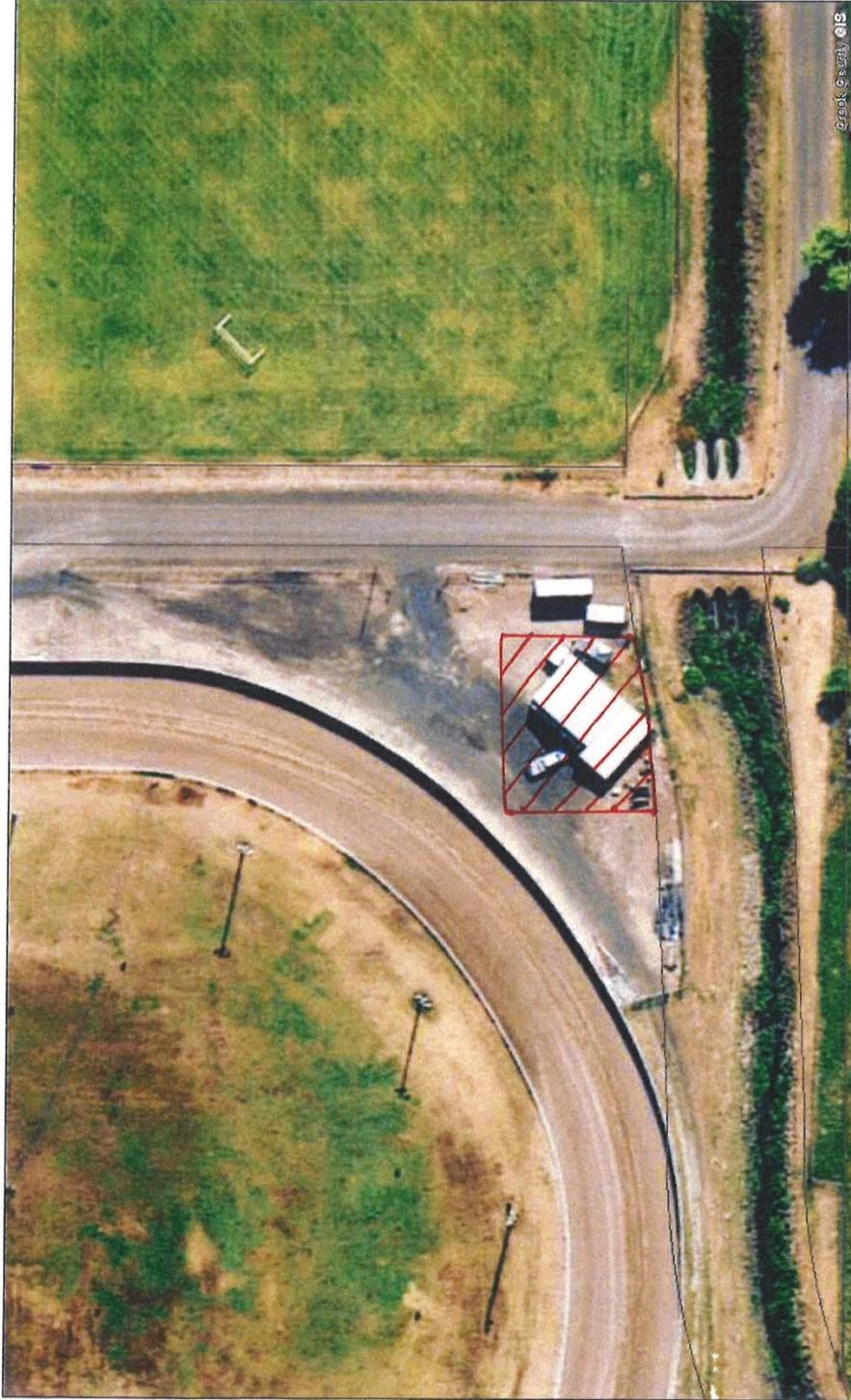
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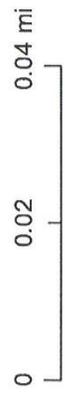
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Crook County, Oregon

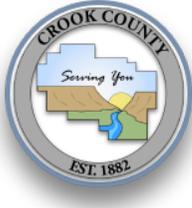


Crook County GIS



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AGENDA ITEM REQUEST



Date:

6/23/2023

Meeting date desired:

7/5/2023

Subject:

Amendment #8 to Professional Services Agreement for GIS and Other IT Services w/ City

Background and policy implications:

This is a continuation of an existing contract with the City of Prineville. This amendment modifies the contract so that it will carry over each year and increase at a rate of 5% per year.

Budget/fiscal impacts:

The City will pay the County \$ 35,013.78 for FY 2023-24.

Requested by:

Levi Roberts

GIS Manager

Levi.roberts@co.crook.or.us

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted the amendment.

Elected official sponsor (if applicable):

n/a

**AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT
(Crook County GIS Contract)**

This Amendment No. 8 is entered into by and between the City of Prineville, hereinafter referred to as “City,” and Crook County, hereinafter referred to as “County.”

RECITALS

WHEREAS, City and County are parties to that certain Professional Services Agreement (hereinafter “the Agreement”) effective July 1, 2014, for the provision of GIS services to City; and

WHEREAS, beginning May 7, 2015, and each successive year thereafter, the parties have entered into Amendments 1 through 7 of the Agreement to extend the services for an additional year and periodically adjust the compensation; and

WHEREAS, the Agreement terminates at 11:59 p.m. on June 30, 2022; and

WHEREAS, the parties wish to amend the duration of the Agreement to continue until terminated according to its own terms; and

WHEREAS, the parties agree to an annual five percent (5%) increase *plus* an additional \$5,000 for the following fiscal year.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, City and County agree as follows:

1. The recitals listed above are incorporated herein by reference.

2. Paragraph number 1 of the Agreement entitled “Effective Date and Duration” is modified to read as follows:

Effective Date and Duration: This Agreement is effective July 1, 2014. This Agreement will continue until terminated according to its own terms.

3. Paragraph 2 of the Agreement entitled “Contractor’s Services” is modified to read as follows:

“For every annual renewal, the rate will increase by 5% *plus* a flat fee of \$5,000.”

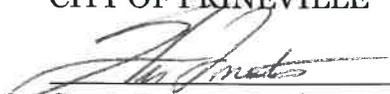
The total amount due for FY 2023-24 is **\$35,013.78** (5% increase from FY 2022-23 rate of \$28,584.55 plus \$5,000).

The Parties acknowledge that the annual increase of five percent (5%) is specific to the base rate and not the overall fee. For purposes of clarification, the base rate for FY 2023-2024 is \$30,013.78.

4. This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

5. Except as amended by this Amendment No. 8, all other terms of the Agreement and any previous amendments remain in full force and effect.

CITY OF PRINEVILLE



Steve Forrester, City Manager

Date: _____

CROOK COUNTY COURT

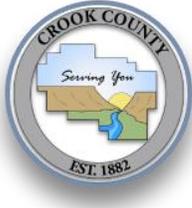
Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Crook County, Oregon; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Crook County Oregon recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY the Crook County Board of Commissioners that July is recognized as Park and Recreation Month in Crook County, Oregon.

X

Jerry Brummer
County Commissioner

X

Brian Barney
County Commissioner



AGENDA ITEM REQUEST

Date:

6/22/23

Meeting date desired:

July 5, 2023

Subject:

Update the Court on how immediate response will be requested for structurally unprotected lands in Crook County.

Background and policy implications:

The court signed a delegation of authority last year to allow for the Fire Chief of CCFR to request resources through the State Fire Marshal Office on behalf of Crook County Court.

Budget/fiscal impacts:

There is no budgetary impact.

Requested by:

Matt Smith; msmith@ccf-r.com 541-633-9563

Presenters:

Matt Smith Fire Chief, Crook County Fire & Rescue

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A



2022-036

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



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

IN THE MATTER OF DELEGATING)
AUTHORITY AND RESPONSIBILITY)
FOR MANAGING FIRE SUPPRESSION)
ACTIVITIES ON LANDS UNDER THE)
LEGAL AUTHORITY OF CROOK)
COUNTY)

ORDER NO. 2022-33

WHEREAS, on June 7, 2022, the State of Oregon, through its Office of the State Fire Marshal, recommended to the Crook County Court that it execute a formal delegation of authority to a qualified personnel to be able to contact other fire suppression and emergency service agencies for fires and related dangers on land outside of the boundaries of a fire protection district for which the County is able to make such a request itself; and

WHEREAS, the Fire Chief of Crook County Fire and Rescue District has agreed to serve in this role under a delegation of authority from Crook County.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. To the extent permitted by law, Crook County delegates authority to the Fire Chief of Crook County Fire and Rescue to make requests to other fire suppression and emergency service agencies for fires and related dangers on land outside

of a fire protection district for which the County is able to make such a request itself. The Fire Chief will act in accordance with his or her considered, professional judgment, and will inform the County Judge as soon as reasonably practicable after he or she makes such a request.

Section 2. In the event that the Governor makes a declaration pursuant to the Emergency Conflagration Act (ORS 476.510 to 476-610), the Fire Chief is authorized to confer with other fire suppression and public safety agencies on behalf of Crook County.

Section 3. Notwithstanding this delegation of authority, the County retains the discretion under ORS 477.161 to collaborate with the State Forester and the State Fire Marshal to decide whether, when, and how to assist:

(a) Landowners, individuals and businesses with forming jurisdictions to provide wildfire protection;

(b) Landowners, individuals, businesses and jurisdictions with obtaining expansion of or other changes to boundaries or facility locations of jurisdictions that provide wildfire protection;

(c) Jurisdictions to expand or adjust jurisdiction service boundaries to ensure adequate wildfire protection for lands; and

(d) Jurisdictions in developing wildfire protection facilities, equipment, training and other resources adequate to ensure that the jurisdiction provides timely and effective wildfire protection at the baseline level or higher on lands described in ORS 477.161(1) throughout the jurisdiction.

Section 3. If the County undertakes activities under this delegation of authority, ORS 477.161, or other applicable legal authority, it may request reimbursement from the

State Forester, State Fire Marshal, or other appropriate department, from funds as may be made available for such reimbursements.

DATED this 10th day of July, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Jerry M. Brummer

Commissioner Jerry Brummer

Brian Barney

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jerry Brummer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Barney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM REQUEST



Date: 6/26/2023

Meeting date desired: July 5, 2023

Subject: Cooperative Service Agreement and Work Service Plan between Crook County and APHIS-WS (United States Department of Agriculture Animal and Plant Health Inspection Services Wildlife Services)

Background and policy implications: Crook County Landfill has the requirement in accordance with their operating permit to control wildlife at the landfill, more specifically control of birds. APHIS-WS can provide the service needed for the landfill at a price not to exceed \$10,000 in the upcoming fiscal year.

Budget/fiscal impacts: Charges will be to the Landfill Fund under contract services.

Requested by:

*Jeff Hurd, Public Works Director
Jeff.Hurd@crookcountyor.gov
541-675-5054*

Presenters:

*Jeff Hurd, Public Works Director
Jeff.Hurd@crookcountyor.gov
541-675-5054*

Legal review (only if requested):

Legal provided review.

Elected official sponsor (if applicable):

N/A

COOPERATIVE SERVICE AGREEMENT
between
CROOK COUNTY LANDFILL (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to manage wildlife species which cause damage to properties, resources and pose threats to human health and safety.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

3. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Jacquie Davis
Crook County Landfill Office Supervisor
300 NE Third St. Prineville, OR 97754
541-447-2398
Jacquie.Davis@crookcountyor.gov
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as sub-permittee.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Jeffrey B. Flores,

State Director,
6035 NE 78th Ct, STE 100, Portland, OR 97218,
(971) 334-6151,
Jeffrey.b.Flores@usda.gov.

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on July 1, 2023 and shall continue through June 30, 2028 not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 93-6002290

APHIS-WS's Tax ID: 41-0696271

Crook County:

Judge Seth Crawford, Crook County

Date

Commissioner Jerry Brummer, Crook County

Date

Commissioner Brian Barney, Crook County

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES:

Jeffrey B. Flores, State Director

Date

John Steuber, Acting Western Regional Director

Date

USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR:	CROOK COUNTY LANDFILL
COOPERATIVE AGREEMENT NO.:	23-7341-XXX-RA
ACCOUNT WBS:	AP.RA.RX41.73.XXX
AGREEMENT DATES:	July 1, 2023 – June 30, 2024
AGREEMENT AMOUNT:	\$10,000.00

Pursuant to Cooperative Service Agreement No. 23-7341-XXX-RA between Crook County Landfill and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by ravens, starlings, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Crook County Landfill from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: Wildlife Services' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Shane Koyle, in La Grande, Oregon, will supervise this project, (541) 963-7947. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Crook County Landfill monthly for actual costs incurred in providing service, not to exceed \$10,000.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Crook County Landfill understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Crook County Landfill, and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

AUTHORIZATION:

Crook County Landfill
300 NE 3rd St
Prineville, OR 97754
TIN# 93-6002290

Judge Seth Crawford, Crook County

Date

Commissioner Jerry Brummer, Crook County

Date

Commissioner Brian Barney, Crook County

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Jeffrey B. Flores, State Director, Oregon

Date

John Steuber, Acting Western Regional Director

Date

FINANCIAL PLAN
 For the disbursement of funds from
 Crook County Landfill - Crook
 to
 USDA APHIS Wildlife Services
 for
 Bird Control at Landfill
 from
 7/1/2023
 to
 6/30/2024

Cost Element		Full Cost
Personnel Compensation	\$	5,313.60
Travel	\$	-
Vehicles	\$	1,170.17
Other Services	\$	-
Supplies and Materials	\$	980.00
Equipment	\$	400.96

Subtotal (Direct Charges)	\$	7,864.73
Pooled Job Costs	11.00%	\$ 865.12
Indirect Costs	16.15%	\$ 1,270.15
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	10,000.00

The distribution of the budget from this financial plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$10,000.00

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

**CROOK COUNTY/PRINEVILLE AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this 21st day of June, 2023 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County”) and Mark Stafford (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at:

4175 SW Airport Road, Prineville, OR 97754 (address number is tentative)

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of :

Twenty Years

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Mark Stafford
4411 NW Elliot Lane
Prineville, OR 97754

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 8,000 square feet of ground space (the "Leased Premises") at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of Twenty years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the "Extended Term") by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the "Term"), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of \$30,000.00 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.30 per square foot for the Leased Premises and Impact Area space—a sum area of 17,500 square feet—for a total of \$5,250.00 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 9,500 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

Rent will be adjusted annually effective on January 1st (the “Adjustment Date”). The County will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee’s use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy.

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee’s activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper’s liability coverage with limits adequate to cover the potential damage. The limits for all such policies Page 310

shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

Lessee assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay County, City of Prineville, and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville, and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;

- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between

the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

B. Development.

County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate County to relocate Lessee as a result of any such Airport developments or improvements.

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;

- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

G. Relocation of Hangar and Leased Premises.

The precise location of the Leased Premises where the hangar is located is subject to County's discretion and modification. County may compel relocation of the hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee, or if relocation is due to termination of this Agreement.

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all

unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

T. Counterparts.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

For Lessee

Mark Stafford

By:

Mark Stafford

Date:

For Crook County

CROOK COUNTY

By:

Date:

Exhibit A





**Crook County Community Development
Planning Division**

300 NE 3rd Street, Room 12, Prineville Oregon 97754
541-447-3211
plan@crookcountyor.gov
www.co.crook.or.us

**BEFORE THE CROOK COUNTY COURT
PROPOSED COMPREHENSIVE PLAN AMENDMENT (217-23-000192-PLNG)
AND TEXT AMENDMENT (217-23-000193-PLNG)**

Date of Staff Report: May 31, 2023

Date of 1st Public Hearing: June 7, 2023

APPLICANT: RMG Destinations, LLC
Dennis Pahlisch
210 SW Wilson Ave., Suite 100
Bend, OR 97702

AGENT: Jerry Jones
210 SW Wilson Ave., Suite 100
Bend, OR 97702

REQUEST: The applicant proposes a post-acknowledgement comprehensive plan amendment and text amendment to implement ORS 197.445(4)(b)(B). The request includes amending the Crook County Comprehensive Plan and the Crook County Code, specifically CCC 18.116.040(3)(a)(i), from requiring 75 phased units of overnight lodging prior to selling individual lots, to requiring 50 phased units of overnight lodging. The request is intended to make Crook County's requirements consistent with state statute.

BACKGROUND: RMG Destinations, LLC (the "Applicant") owns Hidden Canyon destination resort.¹ Since Hidden Canyon was approved in 2006, state law has changed to allow fifty (50) phased overnight units. See ORS 197.445(4)(b)(B). Thus, the Applicant's request will make the County's Comprehensive Plan and Zoning Ordinance consistent with state law.

The Applicant states that the effect of the request will have no negative impact on private or public services, including transportation services, because the individual phase number of overnight lodging units will be reduced by 25 units from the current requirement. Thus, the potential impacts from development will initially be less on public services and transportation systems as overnight lodging units could be phased in at a lower level. The proposal will not ultimately impact transportation or public services either positively or negatively, as the requested amendment will not allow for more or less development. It simply lowers the phasing requirements for overnight lodging units.

¹ Hidden Canyon was originally approved in 2006 (CU-DES-003-06) with a modification in 2018 (217-18-000334-PLNG). In 2019, the Applicant received Final Development Plan Approval (217-19-000370-PLNG) and the project has been vested pursuant to 217-21-000666-PLNG. While this information is provided for background, it is largely irrelevant to the current request, which seeks to amend the applicable requirements for all destination resorts Crook County. Upon approval, the Applicant will need to seek to modify any applicable prior land use decision if it wants to have the amended language applied to an existing approval.

The proposed amendment will apply to new destination resort applications. Additionally, existing destination resorts can apply to modify their current approvals if they wish to reduce the required number of phased overnight lodging units to 50 units.

PROPOSED AMENDMENTS: Applicant seeks to amend the County’s Comprehensive Plan and Zoning Ordinance to be consistent with ORS 197.445(4)(b)(B). The statute previously required at least 75 units of overnight lodging per phase. In 2007, the state legislature amended the statute to reduce the required phased overnight lodging units to 50 per phase.

As now written, ORS 197.445(4)(b)(B) states:

A destination resort is a self-contained development that provides for visitor-oriented accommodations and developed recreational facilities in a setting with high natural amenities. To qualify as a destination resort under ORS 30.947 (Effect of siting of destination resorts or other nonfarm or nonforest uses), 197.435 (Definitions for ORS 197) to 197.467 (Conservation easement to protect resource site), 215.213 (Uses permitted in exclusive farm use zones in counties that adopted marginal lands system prior to 1993), 215.283 (Uses permitted in exclusive farm use zones in nonmarginal lands counties) and 215.284 (Dwelling not in conjunction with farm use), a proposed development must meet the following standards:

(4) Visitor-oriented accommodations including meeting rooms, restaurants with seating for 100 persons and 150 separate rentable units for overnight lodging shall be provided. However, the rentable overnight lodging units may be phased in as follows:

(b) On lands in eastern Oregon, as defined in ORS 321.805 (Definitions for ORS 321):

(A) A total of 150 units of overnight lodging must be provided.

(B) At least 50 units of overnight lodging must be constructed prior to the closure of sale of individual lots or units.

The County’s Comprehensive Plan states on Page 70, under the Destination Resort section:

Visitor oriented accommodations are provided, including meeting rooms, restaurants with seating for 100 persons, and 150 separate rentable units for overnight lodgings. Accommodations available for residential use will not exceed two such units for each unit of overnight lodging. Rentable units may be phased in with at least 75 units of overnight lodging, not including any individually owned homes, lots, or units, constructed or guaranteed through surety bonding or equivalent financial assurances prior to the closure of sale of individual lots or units. The remainder of the overnight lodging units shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed the required 150 separate

rentable units for overnight lodging. The number of units approved for residential sale shall not be more than two units for each unit of permanent overnight lodging provided under the phased approach. The development approval shall provide for the construction of other requested overnight lodging units within five years of the initial lot sales. (emphasis added)

The proposed comprehensive plan amendment seeks to amend the underlined language as follows:

*Rentable units may be phased in with at least ~~75~~ **50** units of overnight lodging, not including any individually owned homes, lots, or units, constructed or guaranteed through surety bonding or equivalent financial assurances prior to the closure of sale of individual lots or units.*

Crook County Code currently 18.116.040(3)(a), states:

(3) Development shall include meeting rooms, restaurants with seating for at least 100 persons, and a minimum of 150 separate rentable units for overnight lodging, oriented toward the needs of visitors rather than area residents. However, the rentable units may be phased in as follows:

(a) A total of 150 units of overnight lodging shall be provided as follows:

(i) At least 75 units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.

(ii) The remainder shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this subsection. (emphasis added)

The Applicant seeks to amend the underlined language as follows:

*(i) At least ~~75~~ **50** units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.*

I. APPLICABLE CRITERIA

Statewide Planning Goals

Goal 1, Citizen Involvement

Goal 2, Land Use Planning

Goal 8, Recreational Needs

Oregon Administrative Rules

OAR 660-012-0060 – Transportation Planning Rule

Crook County Comprehensive Plan Policies

Destination Resorts, Section III, Goals and Policies

Crook County Code

Title 18 Zoning

Chapter 18.168 Legislative Amendments

Oregon Revised Statutes

Chapter 197 Comprehensive Land Use Planning

197.610 - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development.

197.612 - Comprehensive plan or land use regulation changes to conform plan or regulations to new requirement in statute, goal or rule

ORS 215 County Planning; Zoning; Housing Codes

215.503 – Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.

II. FINDINGS OF FACT

Orgon Statewide Land Use Planning Goals

Goal 1, Citizen Involvement: To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

FINDING: The County finds that the proposed revisions to the Comprehensive Plan and Chapter 18.116 will satisfy Goal 1 because the County has followed its acknowledged public involvement procedures, as well as statutory requirements, for legislative amendments. These measures include publishing notice of the hearing to enact any legislative matter in a local newspaper of general circulation at least 10 days in advance of each hearing in accordance with the requirements of ORS 215.223. Notice was published in the Central Oregonian on May 23, 2023. Notice may be given by other means, such as posting on the County’s website, which the County has done. Notice was also provided to the Department of Land Conservation and Development, as required by subsection 18.168.030(3) and may be required by ORS 197.610 and ORS 197.615.

Goal 2, Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision[s] and actions related to use of land and to assure an adequate factual base for such decisions and actions.

FINDING: Goal 2 requires both an adequate factual base to support the proposed revisions to the Comprehensive Plan and Chapter 18.116, and coordination, defined in ORS 197.015(5), with affected State and County governmental entities, about the impact of the proposed revisions on the entities’ areas of interest, such as the Oregon Department of Transportation concerning the revisions’ impact on state highways. The County finds that the proposed revisions include an adequate factual base to support adoption of the proposed revisions, which includes the Findings contained herein, and that the proposed revisions make the Comprehensive Plan and Chapter 18.116 consistent with current state law. The County also finds that prior to the public hearings held to read this Ordinance, the County has coordinated with affected government entities by providing notice of the proposed revisions to the entities, considering their timely comments, and incorporated such timely comments as much as is persuasive in the Findings of Fact.

Goal 8, Recreational Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

FINDING: Goal 8 concerns recreational needs of the State’s citizens and visitors, including destination resorts. In addition to the Goal 8 language quoted above, Goal 8 provides with respect to Destination Resorts: “DESTINATION RESORT SITING: Comprehensive plans may provide for the siting of destination resorts on rural lands subject to the provisions of state law, including ORS 197.435 to 197.467, this and other Statewide Planning Goals, and without an exception to Goals 3, 4, 11, or 14.” This standard provides that destination resort development may be consistent with ORS 197.435 to ORS 197.467, which includes ORS 197.445(4)(b)(B). The County finds that the proposed revisions to the Comprehensive Plan and Chapter 18.116 are consistent with Goal 8 because it makes both consistent with ORS 197.445(4)(b)(B).

The County finds that the following statewide planning goals are not applicable to this matter:

Goal 3 “Agricultural Lands,” Goal 4 “Forest Lands,” Goal 5 “Natural Resources, Scenic, and Historic Areas, and Open Spaces,” Goal 6 “Air, Water, and Land Resources Quality,” and Goal 7 “Areas Subject to Natural Hazards.” These goals do not apply because Destination Resorts in Crook County are mapped on the Comprehensive Plan for use as Destination Resorts and Chapter 18.116 implements the Plan’s map designations through the Destination Resort Overlay Zone. These goals further do not apply because the Application does not affect any Destination Resort with Goals 5, 6, or 7 designations (other than the Destination Resort designation itself, which happens at the time property is added to the Destination Resort Overlay.)

Goal 9 “Economic Development,” Goal 11 “Public Facilities and Services, Goal 10 “Housing,” Goal 12 “Transportation,” Goal 13 “Energy Conservation,” and Goal 14 “Urbanization.” These goals do not apply because the proposed revisions to the Comprehensive Plan and County Code have no effect on the subject matter of these goals. Goal 12 is not affected because if the proposed changes are adopted, there will likely be fewer vehicle trips on state or county transportation facilities per Destination Resort development phase from overnight lodging units, as at least initially, fewer overnight lodging units can be phased in.

Goal 15 “Willamette River Greenway”, Goal 16 “Estuarine Resources,” Goal 17 “Coastal Shorelands,” Goal 18 “Beaches and Dunes,” and Goal 19 “Ocean Resources.” These goals do not apply because they are only applicable in certain areas of state, none of which are in Crook County.

Oregon Administrative Rules

OAR 660-012-0060 – Plan and Land Use Regulation Amendment

FINDING: The County finds that OAR 660-012-0060 applies, notwithstanding that this rule is part of the implementation of Goal 12 and Goal 12 itself does not apply. This rule is intended to evaluate the impact of post-acknowledgement Comprehensive Plan amendments on transportation facilities. Subsection (1) requires a determination of whether a post-acknowledgment amendment will “significantly affect” a transportation facility. “Significantly affect” includes the impacts listed in subsection (1)(a)-(c). Among the listed impacts are the degradation of the performance of a transportation facility so that it would not meet state or County performance standards. These proposed changes to the Comprehensive Plan and County Code will not significantly affect state or County transportation facilities because if the changes have any impact at all, the changes will result in fewer vehicle trips along state or County roads generated by any one development phase of a Destination Resort. The requested amendments will not impact the ultimate scale or impact of development, as it only reduces the number of required phased overnight lodging units. The request does not

allow more intense or otherwise impactful development that may significantly affect transportation facilities.

Crook County Comprehensive Plan

The Comprehensive Plan goals and policies relevant to these proposed changes are:

a. *Destination Resorts, Section III, Goals and Policies.*

i. *Plan Ordinance Provisions D and E (Plan at Page 82):*

D. Uses in destination resorts shall be limited to visitor-oriented accommodations, overnight lodging, developed recreational facilities, commercial uses limited to types and levels necessary to meet the needs of visitors to the resort, and uses consistent with preservation and maintenance of open space. Accessory uses may also be permitted.

E. The zoning ordinance shall include measures that assure that developed recreational facilities, visitor-oriented accommodations, and key facilities intended to serve the entire development are physically provided or are guaranteed proportional to the level of development through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilities intended to serve a particular phase should be guaranteed through surety bonding if no constructed prior to sales in that phase.

The proposed revisions implement Provisions D and E cited above, because overnight lodging is a visitor-oriented accommodation that is a required part of destination resorts. The proposed amendments to the Comprehensive Plan and Chapter 18.116 implement Provisions D and E cited above, by making the Comprehensive Plan and Chapter 18.116 consistent with ORS 197.445(2)(b)(B).

Crook County Code

Title 18 Zoning

Chapter 18.168 Legislative Amendments

18.168.010 Legislative hearings.

(1) When the court or an agency of the court is required by state statute or this title to conduct a hearing on legislative matters, it shall hold the hearing in accordance with the applicable procedures of this chapter.

(2) "Legislative matters" generally involve a broad public policy decision that applies to other than an individual property owner. These include, without limitation, amendments to the text of the comprehensive plan, zoning ordinance, or the subdivision ordinance and changes to the comprehensive plan map and/or zoning maps not directly affecting individual property owners.

FINDING: The requests involve amending the text of both the Comprehensive Plan and Zoning Ordinance, which meets the definition of a "legislative matter".

Regarding the hearing procedure, state law does not require a hearing. ORS 197.612 states:

(1) Notwithstanding contrary provisions of state and local law, a local government that proposes a change to an acknowledged comprehensive plan or a land use regulation solely for the purpose of conforming the plan and regulations to new requirements in a land use statute, statewide land use planning goal or rule of the Land Conservation and Development Commission implementing the statutes or goals may take action to change the comprehensive plan or the land use regulation without holding a public hearing if:

(a) The local government gives notice to the Department of Land Conservation and Development of the proposed change in the manner provided by ORS 197.610 (Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development) and 197.615 (Submission of adopted comprehensive plan or land use regulation changes to Department of Land Conservation and Development); and

(b) The department confirms in writing that the only effect of the proposed change is to conform the comprehensive plan or the land use regulations to the new requirements.

Since the Applicant's proposal is solely for the purpose of conforming the Crook County Comprehensive Plan and Zoning Ordinance to ORS 197.445(4)(b)(B), ORS 197.612 can be applied. Thus, unlike the typical comprehensive plan or text amendment, this request is going directly to the County Court (bypassing the Planning Commission). To comply with the County's obligations regarding the adoption of an ordinance, the Court will conduct public hearings for the first and second reading of the proposed ordinance.

Staff provided notice to the Department of Land Conservation and Development ("DLCD") on May 3, 2023. DLCD confirmed in writing that the effect of the proposed change is to implement ORS 197.445. Copies of the notice and confirmation are included in the record.

This request meets the requirements of CCC 18.168.010 and ORS 197.612(1).

18.168.020 Authorization to initiate amendments.

The application for a hearing on any legislative matter may be initiated by any of the following:

(1) Property owners by written application on forms provided by the director and upon payment of the required fee;

FINDING: The Applicant submitted a written application and paid the applicable fees. Thus, the Applicant is authorized to initiate the requested amendments pursuant to CCC 18.168.020(1).

18.168.030 Notice.

(1) Notice of the hearing to enact any legislative matter shall be published in a local newspaper of general circulation at least 10 days in advance of each hearing in accordance with the requirements of ORS 215.223. During a hearing properly advertised, the matter may be continued to another date certain without additional public notice. Notice may be given by other means such as mail, radio and television.

(2) The notice shall contain at least the following information:

(a) A statement of the proposed public action;

(b) The department of the county from which additional information can be obtained; and

(c) The time, place, date and methods for presentation of views by interested persons.

(3) When applicable notice to DLCD shall be provided as required by ORS 197.610 and 197.615.

(4) When applicable notice to affected property owners shall be provided as required by ORS 215.503(2).

FINDING: Notice of the hearing was published in the Central Oregonian on May 23, 2023, at least 10 days before the June 7, 2023, hearing. A copy of the notice is included in the record. As evidenced by the notice, the requirements of subsections (2)(a)-(c), were included in the notice. Notice was provided to DLCD in accordance with ORS 197.610 on May 3, 2023. Notice to ORS 215.203 is not required as noted below. The request complies.

18.168.040 Submission of written testimony.

Any person may submit written recommendations and comments, copies of which shall be kept on file and made available for public inspection. Time limitations on the acceptance of written testimony shall be determined by the hearing authority.

FINDING: To date, only the Applicant and DLCD have submitted any written materials. If any additional written testimony is received it shall be kept in accordance with the above criteria. Testimony may be received up until the close of the hearings by the County Court.

18.168.050 Number and manner of hearings.

(1) Subject to subsection (4) of this section, the planning commission shall conduct no less than one public hearing on the proposed legislative matter.

(2) The planning commission shall, within 20 working days after the last hearing, issue a written recommendation to the court for approval, approval as modified, or disapproval. The written recommendation shall also contain a statement of findings of fact and conclusion, which supports the recommendation.

(3) The county court, after receiving the written recommendation from the planning commission, shall schedule and conduct a public hearing on the proposed legislative matter. The public hearing may be conducted as described in CCC 18.172.081.

(4) If an ordinance is initiated by the governing body, it shall, unless waived by a majority vote of the county court, prior to enactment, request a report and recommendation regarding the ordinance from the planning commission. The planning commission shall submit the report and recommendation by the date and time stated in the request. Such date and time shall be reasonable

FINDING: As noted above, this request is being processed in accordance with ORS 197.612. Therefore, CCC 18.168.050 is not applicable. However, the County Court will conduct a hearing in accordance with CCC 18.172.081.

Oregon Revised Statutes

Chapter 197 Comprehensive Land Use Planning

197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules.

(1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

FINDING: The County submitted notice to DLCD on May 3, 2023. This criterion is met.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

FINDING: The County has not determined that emergency circumstances require an expedited review, and the applicable deadlines will be met. The criterion does not apply.

(3) Submission of the proposed change must include all of the following materials:

(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;

(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;

(d) The date set for the first evidentiary hearing;

(e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and

(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

FINDING: The May 3, 2023, submission to DLCD summarized the proposed changes, application, the date for the first evidentiary hearing, and a draft public notice including information regarding the availability of a final staff report.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

FINDING: Staff determined that the proposed changes require notice to DLCD under this ORS 197.610. Notice was provided.

ORS 215 County Planning; Zoning; Housing Codes

215.503 Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.

(3) Except as provided in subsection (6) of this section and in addition to the notice required by ORS 215.060, at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to amend an existing comprehensive plan or any element thereof or to adopt a new comprehensive plan, the governing body of a county shall cause a written individual notice of land use change to be mailed to each owner whose property would have to be rezoned in order to comply with the amended or new comprehensive plan if the ordinance becomes effective.

(4) In addition to the notice required by ORS 215.223 (1), at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to rezone property, the governing body of a county shall cause a written individual notice of land use change to be mailed to the owner of each lot or parcel of property that the ordinance proposes to rezone.

(5) An additional individual notice of land use change required by subsection (3) or (4) of this section shall be approved by the governing body of the county and shall describe in detail how the proposed ordinance would affect the use of the property. The notice shall:

FINDING: Subsections (3), (4), and (5) do not apply because the proposed amendments will not require any property to be rezoned. ORS 215.503(9) describes a rezone as either (1) a change in the base zoning classification of the property, or (2) a change that limits or prohibits land uses previously allowed in the affected zone. The proposal will not change the base zoning classification or limit or prohibit land uses previously allowed.

For that reason, individual mailed notice to other destination resort property owners is not required by subsection 18.168.030(4) or ORS 215.503 because the application does not “rezone” any property as that term is defined in ORS 215.503(9).

III. RECOMMENDATION: Staff recommends that the County Court adopt the proposed amendments based on the above findings and the evidence in the record for application numbers 217-23-000192-PLNG and 217-23-000193.

Respectfully,

Will Van Vactor

Will Van Vactor, Director
Crook County Community Development Department

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

AN ORDINANCE AMENDING)
SECTION 18.116.040 OF THE)
CROOK COUNTY CODE, AND) ORDINANCE 340
THE CROOK COUNTY COMP-)
REHENSIVE PLAN, BOTH RE-)
GARDING DESTINATION RE-)
SORT OVERNIGHT LODGING)
UNITS, AND DECLARING AN)
EMERGENCY)

WHEREAS, in conformance with State law, Crook County had adopted ordinances, codified as Chapter 18.116 of the Crook County Code, regarding the regulation and criteria for the development of Destination Resort. These regulations are also reflected in the Crook County Comprehensive Plan; and

WHEREAS, among those County Code provisions and Comprehensive Plan terms is a requirement that, before individual lots or units within a Destination Resort may be sold, the developer must have either constructed, or have secured the future construction through appropriate bonding, at least 75 overnight lodging units; and

WHEREAS, after the adoption of the County Code and Comprehensive Plan provisions regarding the requirement for at least 75 overnight lodging units, state law (ORS 197.445(4)(b)(B)) was amended to change the absolute legal minimum to require at least 50 overnight lodging units either constructed or secured through bonding before a Destination Resort developer may sell individual lots or units; and

WHEREAS, on or about March 9, 2023, the County received an application from RMG Destinations, LLC, developer of the Hidden Canyon Destination Resort, for an amendment to both the County Code and Comprehensive Plan. The proposed amendments would reduce the County's current standard of 75 overnight lodging units to the state minimum of 50 overnight lodging units; and

WHEREAS, the applicant proposed, pursuant to ORS 197.612, to submit this application directly to the Crook County Court rather than to the Planning Commission and DLCDC has confirmed that ORS 197.612 can be applied in this matter.

NOW, THEREFORE, the Crook County Court ordains as follows:

Section One: The Crook County Court adopted the attached Staff Report (Exhibit A) as its Findings of Fact regarding this application:

Section Two: Crook County Code Chapter 18.116.040(3)(a)(i) is amended to read as follows, with additions **underlined** and deletions *[in italics]*.

(3) Development shall include meeting rooms, restaurants with seating for at least 100 persons, and a minimum of 150 separate rentable units for overnight lodging, oriented toward the needs of visitors rather than area residents. However, the rentable units may be phased in as follows:

(a) A total of 150 units of overnight lodging shall be provided as follows:

(i) At least **50** *[75]* units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.

Section Three: The Crook County Comprehensive Plan, Chapter III “Land Use,” fourth paragraph “Destination Resort” at page 4, is amended to read as follows, with additions **underlined** and deletions *[in italics]*.

Rentable units may be phased in with at least *[75]* **50** units of overnight lodging, not including any individually owned homes, lots, or units, constructed or guaranteed through surety bonding or equivalent financial assurances prior to the closure of sale of individual lots or units.

Section Four: County staff are authorized to make any pagination or formatting changes to the Crook County Comprehensive Plan as may be necessary or useful following this amendment.

Section Five: If any court of competent authority invalidates a portion of this Ordinance, the remaining portions will continue in full force and effect.

Section Six: This Ordinance being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance shall become effective upon signing.

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First Reading: _____, 2023.

Second Reading: _____, 2023.

DATED this ____ day of _____, 2023.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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