



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, September 21, 2016 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted.*

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. AGENDA AMENDMENTS**
- 3. APPROVAL OF AGENDA**
- 4. ANNOUNCEMENTS**
- 5. PUBLIC COMMENTS**
- 6. PRESENTATIONS TO THE BOARD**
- 7. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Ninth Amendment to OHA 2015-2017 Agreement #148007 for the financing of Public Health Services – Curry Community Health
 - b. Tenth Amendment to OHA 2015-2017 Agreement #148007 for the financing of Public Health Services – Curry Community Health
 - c. Curry County and CCD Business Development Corp Contract Amendment No.1 for Grant Administration of the Brookings Head Start Project – Commissioner Brown
- 8. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS**
- 9. NEW BUSINESS**
- 10. OLD BUSINESS**
- 11. CONSENT CALENDAR**
- 12. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS**
 - a. Community Development Report for August – Johnson
 - b. Surveyor Report for August – Smith
- 13. EXECUTIVE SESSION**

Executive Session ORS 192.660(2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- 14. ADJOURN**

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE: 9th and 10th Ammendments to OHA 2015-2017 Agreement #148007 for the financing of Public Health services with signature authority to the BOC Chair

AGENDA DATE^a: September 21, 2016 **SUBMITTING DEPARTMENT:** CCH

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Ken Dukek

PHONE/EXT: 373-8012

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)148007-9 Ammended Agreement
- (2)148007-10 Ammended Agreement
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Return to CCH for processing

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
- 2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
- 3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
- 4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Adminstrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail) Contract Amendments

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Comment:

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 #148007

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

This Ninth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”), Curry County (“County”) and Curry Community Health, an Oregon non-profit benefit corporation (“LPHA”), the entity County has contracted with, pursuant to ORS 431.375(2), as the local public health authority in the County.

RECITALS

WHEREAS, OHA, County and LPHA wish to modify the set of Definitions set forth in Exhibit A of the Agreement;

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

WHEREAS, OHA, County and LPHA wish to add the initial award of financial assistance for fiscal year 2016-2017 to the existing Financial Assistance Award for fiscal year 2015-2016 set forth in Exhibit C of the Agreement;

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

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

AGREEMENT

1. The Agreement is amended as follows:
 - a. Exhibit A. “Definitions”, Section 8. “Financial Assistance Award” or “FAA” is amended as follows: (deleted text is indicated by ~~strikethrough~~, added text is **bold and underlined.**)
 8. “Financial Assistance Award” or “FAA” means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time. **References throughout this Agreement to “the Financial Assistance Award” means any and all descriptions of financial assistance currently set forth or as may be added to Exhibit C. to reflect increases or decreases in award amounts as they may occur during the entire period of the Agreement.”**

- b.** Exhibit B “Program Element Descriptions” is amended as follows:

 - (1)** Program Element #09 “Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2” is hereby superseded and replaced in its entirety as per Attachment A, attached hereto and incorporated herein by this reference.
 - (2)** Program Element #12 “Public Health Emergency Preparedness Program (PHEP)” is hereby superseded and replaced in its entirety as per Attachment B, attached hereto and incorporated herein by this reference.
 - (3)** Program Element #41 “Reproductive Health Program” is hereby superseded and replaced in its entirety as per Attachment C, attached hereto and incorporated herein by this reference.
 - (4)** Program Element #43 “Public Health Practice (PHP) – Immunization Services (Vendors)” is hereby superseded and replaced in its entirety as per Attachment D, attached hereto and incorporated herein by this reference.
 - c.** Exhibit C “Financial Assistance Award”, Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment E attached hereto and incorporated herein by this reference. Attachment E must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
 - d.** Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment F, attached hereto and incorporated herein by this reference.
- 2.** County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
 - 3.** LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
 - 4.** Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
 - 5.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
 - 6.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

7. This Amendment becomes effective on the date of the last signature below.

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

APPROVED:

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

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY (COUNTY):

Name: _____
Title: _____
Date: _____

CURRY COUNTY (LPHA):

Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist
Date: _____

Attachment A

Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2

1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address Public Health Preparedness Capabilities including but not limited to:
 - (1) Community Preparedness,
 - (2) Public Health Surveillance and Epidemiological Investigation,
 - (3) Public Health Laboratory Testing,
 - (4) Non-Pharmaceutical Interventions,
 - (5) Responder (Worker) Safety and Health
 - (6) Emergency Public Information and Warning/Information Sharing, and
 - (7) Medical Surge.

2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. Budget Period: Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 1, 2016 through June 30, 2017.
- b. CDC: the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. CDC Public Health Capabilities: as described online at:
<http://www.cdc.gov/phpr/capabilities/>
- d. Deadlines: If a due date falls on a weekend or holiday, the due date will be the next business day following.
- e. 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 to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- f. Public Health Emergency Preparedness (PHEP): local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

3. General Requirements. All of LPHA's PHEP Ebola Supplement 2 services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:

- a. Non-Supplantation. Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Use of Funds. Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities

(Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.

- c. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- d. Work Plan. LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1

4. **Work Plan and Reporting.**

Work Plan: PHEP work plans must be written with clear and measurable objectives with timelines and include:

- a. At least three broad program goals that address gaps and guide work plan activities.
- b. Development, review and local public health leadership approval of plans and procedures in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- c. Planning activities in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- d. Training and Education in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- e. Exercises in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- f. Community Education and Outreach and Partner Collaboration in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- g. Administrative and Fiscal activities in support of any of the 7 CDC PHP Capabilities listed in 1(b).

5. **Budget and Expense Reporting.**

- a. Proposed Budget for Award Period (July 1, 2016 – June 30, 2017). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA by September 1, 2016, a budget, based on actual award amounts, detailing LPHA's expected costs to operate its PHEP Ebola Supplement 2 program during the FY 17 award period.
- b. Actual Expense to Budget for FY 17 Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA by September 15, 2017 the actual expenses for operation of its PHEP Ebola Supplement 2 program during the FY 17 award period.
- c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
- d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the "Capital Equipment" line item category.

ATTACHMENT 1

TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE

PE 09 Preparedness Program Ebola Supplement 2 FY 2017

_____ County

July 1, 2016 - June 30, 2017

	Proposed		Actual	12 Mos Total
PERSONNEL			Subtotal	\$0.00
	Annual Salary	% FTE		
<i>(Position Title and Name)</i>	\$0	0.00%		\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
	\$0	0.00%		\$0
	\$0	0.00%		\$0
Fringe Benefits @ ()% of describe rate or method				\$0
TRAVEL				\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)	\$0			\$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			\$0
Air Travel Costs:				
Hotel Costs:				
Per Diem Costs:				
Mileage or Car Rental Costs:				
Registration Costs:				
Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)				\$0
				\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)				\$0
	\$0			\$0
	\$0			\$0

CONTRACTUAL (list each Contract separately and provide a brief description)			\$0
			\$0
			\$0
OTHER			\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0		\$0
TOTAL BUDGET:	\$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 compute to the sub-total column as \$50,000
 % of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 \times 12 / 2080 = .29$ FTE

ATTACHMENT 1

TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE

PE 09 Preparedness Program Ebola Supplement 2 FY 2017

_____ County

Period of the Report July 1, 2016-June 30, 2017)

	Budget	Expense to date	Variance
PERSONNEL			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
TRAVEL			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0		\$0
TOTAL:	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

ATTACHMENT 2
TO PROGRAM ELEMENT #09
Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2016 – JUNE 30, 2017

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison.

WORKPLAN CATEGORIES

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed.

TRAINING AND EDUCATION: List all preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

OUTREACH AND PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY EDUCATION: List any community outreach activities you plan conduct that enhance community preparedness or resiliency.

COLUMN DESCRIPTIONS

CDC Cap. #s	DRILLS and EXERCISES Objective	Planned Activity	Date Completed	Actual Outcome	Notes
1	By December 31, 2016, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/16	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the FY17 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

Attachment B

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Relevant to PHEP Programs.**
 - a. **Budget Period:** Budget period is defined as 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, budget period is July 1 through June 30.
 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
 - c. **CDC Public Health Preparedness Capabilities:** <http://www.cdc.gov/phpr/capabilities/>
 - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
 - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
 - f. **Hazard Vulnerability Analysis (HVA):** The HVA provides a systematic approach to recognizing hazards that may affect demand for county services and a county's ability to provide those services. The risks associated with each hazard are analyzed to prioritize planning, mitigation, response and recovery activities. The HVA serves as a needs assessment for County Emergency Management. It identifies the hazards facing the community, what the hazards can do to the community's physical, social, and economic assets, and which areas are most vulnerable to damage or other impacts from the hazards. LPHAs can provide public health specific hazards to their county to be included in the HVA.
 - g. **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 service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers 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 Preparedness Health Alert Network administrators.
 - h. **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 plans and procedures to prepare Oregon to respond, mitigate, and recover from public health emergencies.
 - i. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge

capacity and enhance community and hospital preparedness for public health emergencies. To date, states, territories, and large metropolitan areas have received HPP grants totaling over \$4 billion to help Healthcare Coalitions, hospitals and other healthcare organizations strengthen medical surge and other Healthcare Preparedness Capabilities across the nation.

- j. **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. More information can be viewed at: <https://www.fema.gov/national-incident-management-system>.
 - k. **Medical Counter Measures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, 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 for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.
 - l. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
 - m. **Public Health Accreditation Board (PHAB):** 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. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
 - n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
 - o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
 - p. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.
 - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP

activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **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 Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- f. **PHEP Program Reviews.**
 - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
 - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by September 15 of each year, the actual expense-to-budget report for the prior fiscal period of July 1, through June 30. The budget and expense-to-budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

4. Procedural and Operational Requirements.

- a. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
 - (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Office of Emergency Manager (OEM) Workshop.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
 - (3) Participation in a minimum of 75% of the regional or local HPP Coalition meetings.
 - (4) For CRI counties only, participation in meetings led by MCM coordinator.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted PHEP monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with statewide emerging threats or incidents as identified by HSPR.
- b. **Public Health Preparedness Capability Survey:** LPHA shall complete all applicable Public Health Preparedness Capability Surveys sponsored by HSPR by August 15 each year.

- c. **County Hazard Vulnerability Analysis:** LPHA will provide public health perspective and data for their County’s Hazard Vulnerability Analysis using the OPHD provided format and timelines.
- d. **Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:
 - (1) At least three broad program goals that address gaps and guide work plan activities.
 - (2) Development, review and local public health leadership approval of plans and procedures in support of any of the 15 CDC PHP Capabilities.
 - (3) Planning activities in support of any of the 15 CDC PHP Capabilities.
 - (4) Training and Education in support of any of the 15 CDC PHP Capabilities.
 - (5) Exercises in support of any of the 15 CDC PHP Capabilities.
 - (6) Community Education and Outreach and Partner Collaboration in support of any of the 15 CDC PHP Capabilities.
 - (7) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- e. **Emergency Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPR approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its local PHEP work plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace work plan activities interrupted or delayed.
- f. **24/7/365 Emergency Contact Capability.**
 - (1) LPHA shall 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.
 - (2) The contact number will 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 shall list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (3) The telephone number shall 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 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be available for callers from outside the locality.
 - (4) The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7/365 telephone number.
 - (5) Quarterly test calls to the 24/7/365 telephone line will be completed by HSPR program staff and LPHA will be required to respond within 60 minutes.
- g. **HAN**
 - (1) A local HAN Administrator will be appointed for each LPHA and this person’s name and contact information will be provided to the HSPR liaison and the State HAN Coordinator.

- (2) The local HAN Administrator shall:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (c) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (d) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (e) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (f) Ensure participation in Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA's 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.
 - (g) Initiate at least one local HAN call down exercise/ drill for LPHA staff.
 - (h) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (i) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (j) Facilitate in the development of the HAN accounts for new LPHA users.
 - (k) Participate in HAN Administrator conference calls.
- h. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA shall annually submit to HSPR on or before October 31, an updated TEP. The TEP shall meet the following conditions:
 - (1) The plan shall demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
 - (2) The plan shall include priorities that address lessons learned from previous exercises as described in the LPHA's existing After Action Report (AAR)/ Improvement Plan (IP).
 - (3) LPHA shall work with Emergency Management and community partners to integrate exercises.
 - (4) At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three, 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. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify under this requirement the exercise or incident must:
 - (a) Have public health objectives that are described in the Exercise Plan or the Incident Action Plan.
 - (b) Involve public health staff in the planning process

- (c) Involve more than one county public health staff and/ or related partners as active participants
- (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR for approval, an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. 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 law.
 - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- i. **Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles.
- j. **Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities and hazards described in their Hazard Vulnerability Assessment. Revisions shall be made according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- k. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

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

**ATTACHMENT 1
TO PROGRAM ELEMENT #12
BUDGET TEMPLATE**

Preparedness Program Annual Budget			
_____ County			
July 1, 201_ - June 30, 201_			
			Total
PERSONNEL		Subtotal	\$0
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
			0
			0
Fringe Benefits @ ()% of describe rate or method			0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs:			
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)		\$0	\$0

CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0
Contract with (____) Company for \$_____, for (_____) services. Contract with (____) Company for \$_____, for (_____) services. Contract with (____) Company for \$_____, for (_____) services.			
OTHER	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
<p>NOTES:</p> <p>Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000</p> <p>% 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 $50 \times 12 / 2080 = .29$ FTE</p>			

Preparedness Program Expense to Budget			
_____ County			
Period of the Report (July 1, 201_ - December 31, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

Preparedness Program Expense to Budget			
_____ County			
Period of the Report (July 1, 201_ - June 30, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

ATTACHMENT 2
TO PROGRAM ELEMENT #12
Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2016 – JUNE 30, 2017

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison by February 15 and August 15.

WORKPLAN CATEGORIES

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed.

TRAINING AND EDUCATION: List all preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

OUTREACH AND PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY EDUCATION: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

PRE-FILLED ACTIVITIES

Activities required under the 2016-17 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

COLUMN DESCRIPTIONS

CDC Cap. #s	DRILLS and EXERCISES Objective	Planned Activity	Date Completed	Actual Outcome	Notes
1	By December 31, 2017, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/14	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the 2016-2017 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

___Public Health Preparedness Program

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
3	<p><i>This is an example</i> By June 30, 2017, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. <i>Goal 1.</i></p>	<p><i>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</i></p>	<p><i>9/15/2017</i></p>	<p><i>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017.</i></p>	<p><i>Identified staff completed 700 and 800 series training online prior to December class.</i></p>
		<p><i>December 15, 2017, first classroom training.</i></p>	<p><i>12/15/2017</i></p>		
		<p><i>March 18, 2017, second classroom training.</i></p>	<p><i>3/18/2016</i></p>	<p><i>Five management staff completed IS-200 on March 18, 2017.</i></p>	
		<p><i>May 12, 2017, third classroom training.</i></p>	<p><i>5/12/2017</i></p>	<p><i>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2017.</i></p>	
		<p><i>PHEP coordinator will update all training records by 6-30-2017.</i></p>	<p><i>6/15/2017</i></p>	<p><i>Trainings records updated on June 15, 2017</i></p>	

<p>3, 4, 6, 7, 8, 9, 11, 12 and 13</p>	<p><i>This is an example</i> By June 30, 2017, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. Goal 1.</p>	<p><i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i></p>	<p>9/1/2017</p>	<p><i>Met with management staff on September 1, 2017.</i></p>	
		<p><i>By October 31, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i></p>	<p>10/29/2017</p>	<p><i>Met with Emergency Management and other partners to develop TEP on 9/17/15. Sent TEP to Liaison on 10/29/15.</i></p>	
		<p><i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i></p>	<p>9/15/2017</p>	<p><i>Presentation developed and gave to staff on 9/15/15</i></p>	
		<p><i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i></p>	<p>9/15/2017</p>		
		<p><i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i></p>	<p>2/17/2017</p>	<p><i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i></p>	

Drills and Exercises					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Planning					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Outreach and Partner Collaboration					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Community Education					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
INCIDENT AND RESPONSE ACTIVITIES					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes
UNPLANNED ACTIVITY					
CDC Cap. #s	Activity		Date(s)	Outcomes	Notes

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
n/a	Participate in Triennial program review process with OHA staff. <i>PE-12.3.f.i.</i>		Dates TBD by OHA
n/a	Develop annual work plan. <i>PE-12.3.b, PE-12.4.d.i-vii.</i>	09/01/15	Proposed draft work plan due to Liaison by 8/1/15. Final work plan due 9/1/15.
n/a	Participate in mid-year work plan review with liaison. <i>PE-12.3.f.</i>	02/15/16	
n/a	Participate in year-end work plan review with liaison. <i>PE-12.3.f.</i>	08/15/16	
n/a	Submit annual proposed budget to liaison for period July 1 to June 30. <i>PE-12.3.g.</i>	08/01/15	
n/a	Submit actual expense-to-budget report to liaison for the period of July 1 through Dec. 31. <i>PE-12.3.g.</i>	02/15/16	
n/a	Submit annual actual expense-to-budget report to liaison for the period of July 1 through June 30. <i>PE-12.3.g.</i>	09/15/16	
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
1 3	Update multi-year training and exercise plan (MYTEP). <i>PE-12.4.h.i-vi.</i>	10/31/15	Draft due date may be established by liaison.
1 3	Ensure staff and supervisors responsible for public health emergency planning and response roles are trained for respective roles. <i>PE-12.4.h and CLHO Minimum Standards</i> [Relevant details from your multi-year training and exercise plan should be described in Notes column.]		
1 3 6	Ensure that local HAN users complete training necessary for user level. <i>PE-12.4.g.ii.</i>	06/30/16	

CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
3 4 6	Participate in statewide ESF-8 tactical communications exercises. <i>PE-12.4.f.</i>		
	EXERCISE 1: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison for approval in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.vi.</i>		
	EXERCISE 2: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison for approval in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.v.</i>		
CDC Cap. #s	PLANNING	Due Date	Notes
1	Complete annual public health preparedness capabilities survey. <i>PE-12.4.b.</i>	08/15/15	
1-15	Review and update public health plans and MOUs every 5 years. <i>PE-12.4.j, OAR104-01000-005(3)</i>		
1 3	Maintain knowledge of and participate in development or revisions of county emergency operations plan. [Describe specific activities in Notes column and work plan, if applicable.] <i>CLHO Minimum Standard 2.1</i>		
1	Maintain or develop written policies and procedures that describe the role and responsibilities of LPHA staff when responding to a public health emergency including disease outbreaks and environmental emergencies. [Describe specific activities in Notes column and work plan.] <i>CLHO Minimum Standard 2.1</i>		

1 6	Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i>	ongoing	
CDC Cap. #s	OUTREACH AND PARTNER COLLABORATION	Due Date	Notes
6	Participate in monthly preparedness calls for LPHA/Tribes. <i>PE-12.4.a.iv</i>	ongoing	First Tuesday of every month, 1 to 2 p.m.
1-15	Attend annual OHA or OEM conference. [Describe specific conference(s) attending in Notes column.] <i>PE-12.4.a.i.</i>		
1 6	Participate in regional healthcare preparedness coalition meetings. <i>PE-12.4.a.iii.</i>	ongoing	Dates established by HPP Liaison.
	HAN: Identify a HAN Administrator to facilitate all local HAN access, issues, user groups, and trainings - excluding hospitals and tribes. <i>PE-12.4.g.</i>		
1 3	HAN: (1 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
1 3	HAN: (2 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
3 4 13	Maintain 24/7 health department telephone contact capability. <i>PE-12.4.f.</i>	ongoing	
1 3 6	Maintain partnerships with local emergency management, medical examiner, and public safety agencies. [List the scheduled meetings with partners in Notes column and other activities in work plan.] <i>CLHO Minimum Standard 2.1</i>		
CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes
3 4	Maintain ability to inform citizens of actual and potential health threats. [Describe activities in Notes column and in work plan.] <i>CLHO Minimum Standard 2.1</i>		

ATTACHMENT 3 TO PROGRAM ELEMENT #12

Recommended Plans for Public Health

- Emergency Support Function (ESF) #8 – Public Health and Medical Services
 - Includes but not limited to:
 - Public Health actions during response and recovery phases
 - Medical Services/EMS actions during response and recovery phases
 - Behavioral/Mental Health actions during response and recovery phases
 - Is an appendix to the County Emergency Operations Plan (EOP)
 - Coordinated in conjunction with Emergency Management and partners
 - Is not an exclusively a public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.
- All-Hazards Base Plan
 - Functional Annexes, including Hazard Specific Annexes, includes but not limited to:
 - Medical Countermeasure Dispensing and Distribution Plan
 - Emerging Infectious Diseases
 - Chemical Incidents
 - Influenza Pandemic
 - Climate Change
 - Weather / natural disasters - floods, earthquake, wildfire
 - Support Annexes, includes but not limited to:
 - Inventory Management Operations Guide
 - Continuity of Operations Plan (COOP)
 - Information and Communication Plan
 - Volunteer Management
 - Appendices, includes but not limited to:
 - Public Health and Partner Contact Information
 - Public Health Incident Command Structure
 - Legal Authority
 - Job Action Sheets

Sustaining Public Health Emergency Preparedness Program

- Maintain Multi-Year Training and Exercise Plan (MYTEP)
- Public Health agency participates or performs in two exercises per year
- Complete After Action Report/Improvement Plans (AAR/IP) sixty days after each exercise
- Apply identified improvement plan items to future exercises and work plans
- Coordinate with partners including Emergency Management, Tribal and Healthcare partners
- Attend Healthcare Preparedness Program (HPP)/Healthcare Coalition meetings
- Conduct 24/7/365 testing with Public Health personnel
- Test HAN on a regular basis
- Document meetings with partners including minutes and agendas
- Collaborate and provide public health information for the Hazard Vulnerability Assessment (HVA) process
- Ensure current Access and Functional Needs populations data is current in plans

Resources**State:**

- Oregon Conference of Local Health Officials Minimum Standards
http://www.oregonclho.org/uploads/8/6/1/7/8617117/draft_minimum_standards_for_local_public_health_departments.pdf
- Public Health Emergency Preparedness Triennial Review
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>
- Health Security, Preparedness and Response <http://public.health.oregon.gov/Preparedness/Pages/index.aspx>
- Oregon ESSENCE
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/PreparednessSurveillanceEpidemiology/essence/Pages/index.aspx>
- Oregon Web Links <https://public.health.oregon.gov/Preparedness/Partners/HealthAlertNetwork/Pages/weblinks.aspx>
- Secure HAN Login <https://oregonhealthnetwork.org>
- State Emergency Registry of Volunteers in Oregon (SERV-OR) <https://serv-or.org>
- Public Health Preparedness Capability Surveys
<https://orassessment.ene.com/Login.aspx?ReturnUrl=%2fdefault.aspx>
- Oregon Emergency Management (OEM) <http://www.oregon.gov/omd/oem/Pages/index.aspx>
- OEM OpsCenter <https://oregonem.com/opscenter/Login.aspx?ReturnUrl=%2fopscenter>
- OEM Emergency Support Functions
<http://www.oregon.gov/OMD/OEM/docs/ESF%20Realignment%20Issue%20Paper.pdf>

Federal:

- CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning
<http://www.cdc.gov/phpr/capabilities/>
- CDC Division of Strategic National Stockpile (DSNS) <http://www.cdc.gov/phpr/stockpile/stockpile.htm>
- CDC Office of Public Health Preparedness and Response <http://www.cdc.gov/about/organization/ophpr.htm>
- CDC Public Health Preparedness <http://emergency.cdc.gov/>
- FEMA National Preparedness Resource Library, including Emergency Support Functions
<http://www.fema.gov/national-preparedness-resource-library>
- FEMA Core Capabilities <https://www.fema.gov/core-capabilities>
- FEMA Comprehensive Preparedness Guides <https://www.fema.gov/plan>

Other:

- Association of State and Territorial Health Officials <http://www.astho.org/Programs/Preparedness/>
- Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>
- National Association of City and County Health Officials (NACCHO)
<http://www.naccho.org/topics/emergency/>
- Public Health Incident Command Structure <http://www.ualbanycphp.org/pinata/phics/>
- Public Health Preparedness <http://www.phe.gov/preparedness/Pages/default.aspx>
- Medical Reserve Corps (MRC) <https://www.medicalreservecorps.gov/HomePage>

Attachment C

Program Element #41: Reproductive Health Program

1. **General Description.** Reproductive health services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health (RH) Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects (formerly the *Title X Program Guidelines for Project Grants for Family Planning Services*) revised in 2014 and published by the Office of Population Affairs, Office of Family Planning.
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Program Requirements for Title X Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.
Citation 42 CFR 59.5 (b)(3)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Requirements and as defined in the Reproductive Health Program Manual (Section A6).
Citation 42 CFR 59.5 (a)(1)
 - (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.
Citation 42 CFR 59.5 (b)(3)

- (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

Citation 42 CFR 59.11

- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X requirements and MMWR Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules. **Citation OAR 855-043-0700 to 855-043-0750.**
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.

Citation 42 CFR 59.5 (b) (8)

- e. Each sub-recipient must appoint a Reproductive Health (RH) Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends trainings and meetings provided by the RH Program and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual (Section A1).**

f. Data Collection.

- (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
- (2) LPHA must collect and submit to OPA all required Data Reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Title X provider network.

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

- a. **Annual Plan for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
- b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.

5. Program Income.

- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.

Citation 42 CFR 59.5 (a) (7) and (a) (8)

- b. **Fees.** Any fees collected for reproductive health services shall be used only to support the LPHA's Reproductive Health Program.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25

- c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25

- 6. **Subcontracting.** If LPHA chooses to subcontract all components of reproductive health services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
 - a. LPHA may sub-contract with another Title X grantee or sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
 - b. LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
 - c. LPHA must ensure that at least 90% of allocated funds are made available to the sub-contracted agency providing the direct services. Ten percent of the funds awarded for reproductive health services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring sub-contractor as specified above.
 - d. LPHA must assure that all requirements of this Program Element are met.

Attachment D

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

1. **Description.** Funds provided under this Financial Assistance Agreement for this Program Element may only be used in accordance with and subject to the restrictions and limitations set forth below, to provide Immunization Services in LPHA’s Service Area “Immunization Services”. All changes to this Program Element 43 are effective upon receipt of grant award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

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 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 vulnerable populations with an emphasis on ensuring access and equity in service delivery.

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

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- c. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case-management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- f. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- g. **Delegate Addendum:** A document serving as a contract between a LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
- h. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- i. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- j. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- n. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled 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.

- o. **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.
- p. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- q. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- t. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- u. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual’s eligibility for state-supplied vaccine based on insurance coverage for immunization.
- w. **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 that have deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. Procedural and Operational Requirements:

- a. **Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VFC Provider. If LPHA contracts out for clinical services, LPHA must ensure that contractor maintains enrollment as an active VFC Provider.
- 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 will reconcile their inventory in ALERT IIS. Inventories will 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) LPHA will be billed quarterly by the OHA 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. Delegate Agencies.

- (1) If LPHA has an agreement with other agencies for Immunization Services, LPHA will complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
- (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.

f. Vaccine Administration.

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
- (2) LPHA must ensure that clinical immunization staff annually view the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual update. Both are available as a DVD or a web-on-demand from the CDC's website.,
- (3) 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) Demonstrate the ability to override a VIS date in their EHR system;

- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232; and
- (h) Comply with Vaccine Billing Standards. See Appendix A to this Program Element.

- g. **Immunization Rates, Outreach and Education.** OHA will provide annually to LPHA their AFIX rates and other population-based county rates. 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 raise immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
- h. **Tracking and Recall.**
 - (1) LPHA must forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic forecasting system.
 - (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
 - (3) 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.
- i. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, 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>
- j. **Adverse Events Following Immunizations.**
 - (1) LPHA must complete and electronically file a VAERS form if:
 - (a) 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>.
 - (b) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
 - (c) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (d) 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; and

- (2) Email a copy of the VAERS report number to OHA as soon as possible after filing the VAERS report.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.

Case management 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:

- (1) 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;
- (2) 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%;
- (3) 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;
- (4) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA;
- (5) 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; and
- (6) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

l. 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 <http://1.usa.gov/OregonSchool>.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status 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 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 will 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.

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

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

- 4. Performance Measures.** LPHA will meet the following performance measures:
- a. LPHAs that case manage 5 births or more to HBsAg-positive mothers annually will ensure that 90% of babies receive post-vaccination serology by 15 months of age. LPHAs whose post-vaccination serology rate is lower than 90% will increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
 - b. LPHA achieves 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; and
 - (4) 95% of Primary Review Summary follow-up reports (Sections E-H) are received from schools and children's facilities within 21 days of the annual exclusion day. LPHA will follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.
- 5. Terms and Conditions Particular to LPHA's Performance of Immunization Services.**
- a. 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: <http://l.usa.gov/OregonImmunizationLaw>. 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.
 - b. LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.
- 6. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA must submit the following reports to OHA's Immunization Program:
- a. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
 - b. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
 - c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.l. of this Program Element occur.
 - d. LPHA must complete and submit an Immunization Status Report as required in Section 4.n. 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.

Appendix A
Billing Health Plans in Public Clinics
Standards

Purpose: To standardize and assist in improving immunization billing practice

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

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

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

Tier Two

In addition to all Tier 1 activities, the LHD:

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

Tier Three

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

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

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

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

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

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

Attachment E
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Curry County Health Department Street: 94235 Moore St., Suite 121 City: Gold Beach State: OR Zip Code: 97444	2) Issue Date June 15, 2016	This Action ORIGINAL FY2017	
		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			24,926
PE 03 TB Case Management			647 (e)
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			57,973
PE 27 Prescription Drug Overdose Prevention			95,500 (g)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			85,852 (b,c)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			8,768 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			3,740
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			6,025
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			14,057
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			1,994
PE 42 Babies First FAMILY HEALTH SERVICES			6,082
5) FOOTNOTES:			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$21,463 and includes \$4,293 of minimum Nutrition Education. \$1,061 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$64,389 and includes \$12,878 of minimum Nutrition Education \$3,182 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$70 needs to be expended by 12/31/16 f) \$5,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. g) \$95,000 of funds are for the State Fiscal Year 2017 period of July 1, 2016 through June 30, 2017.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Attachment H

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

PE03 Tuberculosis Services					
FY17 07/01/16 - 06/30/17 Revised 05-23-16		July 1, 2016-Dec 31, 2016		Jan 1, 2017-June 30, 2017	
Federal Award Identification Number(FAIN): U52PS004708		U52PS004708		N/A	
Federal Award Date: TBD - approx 12/30/15		TBD - approx 12/30/16		N/A	
Performance Period: 01/01/16 - 12/31/16		01/01/17 - 12/31/17		07/01/16 - 06/30/17	
Federal Awarding Agency: CDC		CDC		OHA- State General Fund	
CFDA Number: 93.116		93.116		N/A	
CFDA Name: Tuberculosis Control & Elimination		Tuberculosis Control & Elimination		Tuberculosis Control & Elimination	
Total Federal Award: \$586,061		586061 - estimated		\$169,380	
Project Description: Tuberculosis Services		Tuberculosis Services		Tuberculosis Services	
Awarding Official: Arthur Lusby, alusby@cdc.gov		Arthur Lusby, alusby@cdc.gov		Veda Latin-Green	
Indirect Cost Rate: 17.45%		TBD		N/A	
Research And Development(Y/N): N		N		N	
Agency/Contractors Name	DUNS	Est Award Amount*	Est Award Amount	Est Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 70.00	\$ 108.00	\$ 469.00	\$ 647.00

PE 13 HPCDP Tobacco Prevention & Education Program-Counties SFY 17					
Federal Award Identification Number(FAIN):				U58DP005986	
Federal Award Date:				TBD	
Performance Period:				3/29/16-3/28/17	
Federal Awarding Agency:				CDC	
CFDA Number:				93.305	
CFDA Name:				National State Based Tobacco Control Programs	
Total Federal Award:				\$974,609	
Project Description:		Tobacco Ballot Measure 44 (Tobacco Use Reduction Account)	Tobacco Master Settlement Account	Oregon Collaborative Chronic Disease, Health Promotion, and Surveillance Program	
Awarding Official:				TBD	
Indirect Cost Rate:				17.45%	
Research And Development(Y/N):				N	
		Tobacco Ballot Measure 44 50341/52269	TMSA 50341/52268	Tobacco CDC (Ph 17) 50341/52620	TOTALS
Agency/Contractors Name	DUNS	Total SFY 17 Award	Total SFY 17 Award	Total SFY 17 Award	Total SFY 17 Award
CURRY	042631270	\$ 57,858	\$ -	\$ 115	\$ 57,973

PE 27 Prescription Drug Overdose Prevention Grant SFY 17 - July 1 2016 - June 30, 2017					
Federal Award Identification Number(FAIN): U17CE002751		U17CE002751		2013-PM-BX-0002	
Federal Award Date: 8/31/2015		TBD		7/20/2015	
Performance Period: 09/1/2015-08/31/2016		09/1/2016-08/31/2017		10/01/2013-09/30/2016	
Federal Awarding Agency: Centers for Disease Control and Prevention		Centers for Disease Control and Prevention		US Department of Justice- Office of Justice Programs	
CFDA Number: 93.136		93.136		16.754	
CFDA Name: Injury Prevention and Control Research and State and Community based Programs		Injury Prevention and Control Research and State and Community based Programs		Harold Rogers Prescription Drug Monitoring	
Total Federal Award: \$827,076		TBD		\$400,000	
Project Description: Oregon Prescription Drug Overdose Prevention		Oregon Prescription Drug Overdose Prevention		Oregon Prescription Drug Monitoring Program Enhancement	
Awarding Official: Shicann Phillips IBQ7@CDC.GOV		Shicann Phillips IBQ7@CDC.GOV		Wendy Williams Williamw@usdoj.gov	
Indirect Cost Rate: 17.45%		17.45%		17.45%	
Research And Development(Y/N): N		N		N	
		PCA = 52022	PCA=TBD	PCA=50089	
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award	May 2016 Amendment
CURRY	042631270	\$15,920	\$79,580	\$95,500	\$95,500

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) - FY17 (July 16 - June 17)				
Federal Award Identification Number(FAIN):	12-3510-0-1-605	12-3510-0-1-605		
Federal Award Date:	10/1/2016	10/1/2017		
Performance Period:	10/01/15-9/30/16	10/01/16-9/30/17		
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition	Department of Agriculture/Food and Nutrition		
CFDA Number:	10.557	10.557		
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children		
Total Federal Award:	\$24,924,724	TBD		
Project Description:	WIC Program	WIC Program		
Awarding Official:	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov		
Indirect Cost Rate:	17.45%	17.45%		
Research And Development(Y/N):	N	N		
	Index/PCA	TBD	TBD	
Agency/Contractors Name	DUNS	Award Amount July-Sept 2015	Award Amount Oct - June 2016	Total SFY 16 Award
CURRY	042631270	\$ 21,463	\$ 64,389	\$ 85,852

PE 41 Reproductive Health - FY17 (July 16 - June 17)			
Federal Award Identification Number(FAIN):	FPHPA106038		
Federal Award Date:	N/A		
Performance Period:	06/30/16-06/29/2017		
Federal Awarding Agency:	DHHS/PHS/PA		
CFDA Number:	93.217		
CFDA Name:	Family Planning Services		
Total Federal Award:	N/A		
Project Description:	Oregon Reproductive Health Program		
Awarding Official:	Robin Fuller, robin.fuller@hhs.gov		
Indirect Cost Rate:	17.45%		
Research And Development(Y/N):	N		
	Index/PCA	50333/TBD	
Agency/Contractors Name	DUNS	Initial Award	Total SFY 17 Award
CURRY	042631270	\$ 8,768.00	\$ 8,768.00

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - CAH GF & Title XIX				
Federal Award Identification Number(FAIN):	05-0305OR5048			
Federal Award Date:	10/1/2016			
Performance Period:	10/1/15-9/30/16			
Federal Awarding Agency:	Title XIX Medicaid Admin			
CFDA Number:	93.778			
CFDA Name:	Medical Assistance Program			
Total Federal Award:				
Project Description:	Medicaid Administration			
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):	N			
	Index/Pca	CAH GF	CAH GF(FF Match)	CAH GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 1,870	\$ 1,870	\$ 3,740

PE 42 MCH Oregon Mother's Care Title V - SFY17 (July 2016 - June 2017)				
Federal Award Identification Number(FAIN):	6B04MC29358	TBD		
Federal Award Date:	2/11/2016	TBD		
Performance Period:	10/01/2015-09/30/2017	10/01/16-9/30/18		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$2,370,092	TBD		
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services		
Awarding Official:	Sheri Downing-Futrell, sdowning-futrell@hrsa.gov	TBD		
Indirect Cost Rate:	10%	10%		
Research And Development(Y/N):	N	N		
	Index/Pca	Title V OMC	Title V OMC	Title V OMC
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 800	\$ 2,400	\$ 3,200

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Perinatal GF & Title XIX				
Federal Award Identification Number(FAIN):	05-0305OR5048			
Federal Award Date:	10/1/2016			
Performance Period:	10/1/15-9/30/16			
Federal Awarding Agency:	Title XIX Medicaid Admin			
CFDA Number:	93.778			
CFDA Name:	Medical Assistance Program			
Total Federal Award:				
Project Description:	Medicaid Administration			
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):	N			
	Index/Pca	Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 997	\$ 997	\$ 1,994

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V CAH				
Federal Award Identification Number(FAIN):	6B04MC29358	TBD		
Federal Award Date:	2/11/2016	TBD		
Performance Period:	10/01/2015-09/30/2017	10/01/16-9/30/18		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$2,370,092	TBD		
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services		
Awarding Official:	Sheri Downing-Futrell, sdowning-futrell@hrsa.gov	TBD		
Indirect Cost Rate:	10%	10%		
Research And Development(Y/N):	N	N		
	Index/Pca	Title V CAH	Title V CAH	Title V CAH
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 1,506	\$ 4,519	\$ 6,025

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V Flexible				
Federal Award Identification Number(FAIN):	6B04MC29358	TBD		
Federal Award Date:	2/11/2016	TBD		
Performance Period:	10/01/2015-09/30/2017	10/01/16-9/30/18		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$2,370,092	TBD		
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services		
Awarding Official:	Sheri Downing-Futrell, sdowning-futrell@hrsa.gov	TBD		
Indirect Cost Rate:	10%	10%		
Research And Development(Y/N):	N	N		
	Index/Pca	Title V Flex	Title V Flex	Title V Flex
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 17 Award
CURRY	042631270	\$ 3,514	\$ 10,543	\$ 14,057

PE 50 Title and description: Safe Drinking Water (SDW) Program				
Federal Award Identification Number(FAIN):	98009015	00031216		
Federal Award Date:	09/09/15	12/18/15		
Performance Period:	07/01/15-07/31/18	10/01/15-09/30/16		
Federal Awarding Agency:	EPA	EPA		
CFDA Number:	66.468	66.432		
CFDA Name:	Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision		
Total Federal Award:	\$16,232,300			\$1,611,000
Project Description:	Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program		
Awarding Official:	Harold Rodgers @ Rogers.Harold@epa.gov	Harold Rodgers @ Rogers.Harold@epa.gov		
Indirect Cost Rate:	17.45%	17.45%		
Research And Development(Y/N):	N	N		
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total
CURRY	042631270	\$ 14,363	\$ 16,159	\$ 30,522

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Agreement #148007

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

This Tenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County, acting by and through its Curry County Curry Community Health (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Curry County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

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

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

AGREEMENT

1. The Agreement is amended as follows:
 - (a) Exhibit C “Financial Assistance Award”, Section 1 Financial Assistance Award for the period July 1, 2016 through June 30, 2017 is modified as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
 - (b) Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

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

APPROVED:

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

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CURRY COUNTY ACTING BY AND THROUGH ITS CURRY COUNTY CURRY COMMUNITY HEALTH (LPHA)

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on August 31, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Karen Slothower (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

Attachment A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Curry County Health Department Street: 94235 Moore St., Suite 121 City: Gold Beach State: OR Zip Code: 97444		2) Issue Date July 20, 2016	This Action AMENDMENT FY2017
		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	24,926	0	24,926
PE 03 TB Case Management	647	0	647 (e)
PE 12 Public Health Emergency Preparedness	0	65,228	65,228
PE 13 Tobacco Prevention & Education	57,973	0	57,973
PE 27 Prescription Drug Overdose Prevention	95,500	0	95,500 (g)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	85,852	2,161	88,013 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	8,768	0	8,768 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	3,740	0	3,740
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	6,025	0	6,025
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	14,057	0	14,057
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	1,994	0	1,994
PE 42 Babies First FAMILY HEALTH SERVICES	6,082	0	6,082
5) FOOTNOTES:			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$21,463 and includes \$4,293 of minimum Nutrition Education. \$1,061 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$64,389 and includes \$12,878 of minimum Nutrition Education \$3,182 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$70 needs to be expended by 12/31/16 f) \$5,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. g) \$95,000 of funds are for the State Fiscal Year 2017 period of July 1, 2016 through June 30, 2017. h) \$245 represents the Fresh Fruit and Veggies funds. i) \$1,916 represents one-time funding amount. Funding rate is \$4 per assigned caseload.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Attachment F
Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

PE 12 Public Health Emergency Preparedness Program (PHEP)		
FY17 07/01/16-06/30/17		
Federal Award Identification Number(FAIN):	5 NU90TP000544-05-00	
Federal Award Date:	6/23/2016	
Performance Period:	07/01/16-06/30/17	
Federal Awarding Agency:	CDC	
CFDA Number:	93.069	
CFDA Name:	Public Health Emergency Preparedness	
Total Federal Award:	\$7,510,978	
Project Description	Public Health Emergency Preparedness (PHEP)	
Awarding Official:	Shicann Phillips, Grants Management 770-488-2809 IBQ7@cdc.gov	
Indirect Cost Rate:	17.45%	
Agency/Contractors Name	DUNS	Award Amount
CURRY	042631270	\$ 65,228.00

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)							
Federal Award Identification Number(FAIN):	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	
Federal Award Date:	02/01/15	02/01/15	02/01/15	02/01/15	02/01/15	2/1/2016	
Performance Period:	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/16-9/30/17	
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition Service						
CFDA Number:	10.557	10.557	10.557	10.557	10.557	10.557	
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	
Total Federal Award:	24,924,724	24,924,724	24,924,724	24,924,724	24,924,724	TBD	
Project Description:	WIC Program						
Awarding Official:	Debra Whitford Debbie.Whitford@fn.s.usda.gov						
Indirect Cost Rate:	17.45%	17.45%	17.45%	17.45%	17.45%	17.45%	
Research And Development(Y/N):	N	N	N	N	N	N	
Agency/Contractors Name	DUNS	Prior Award Amount July-Sept 2016	Fresh Fruit & Veggies Grant	One-time funding, \$4/assigned CL	New Award Amount July-Sept 2016	Award Amount Oct 2016 - June 2017	Total SFY 17 Award
CURRY	042631270	\$ 21,463	\$ 245	\$ 1,916	\$ 23,624	\$ 64,389	\$ 88,013

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Curry County and CCD Business Development Corp Contract Amendment No. 1 - Grant Administration of the Brookings Head Start Project

AGENDA DATE^a: 9-21-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-07-16

BRIEF BACKGROUND OR NOTE^b: Contract Amendment Changes Original Agreement's date from 10-13-15 to 06-09-18 (two originals)

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

- (1)Contract Amendment No. 1
- (2)Original Contract No. 4954

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other One original signed to CCD

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail) Amends current contract

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

**CONTRACT BETWEEN CURRY COUNTY AND CCD BUSINESS DEVELOPMENT CORPORATION FOR
GRANT ADMINISTRATION FOR THE PURCHASE AND RENOVATION OF THE BROOKINGS, OREGON
HEAD START FACILITIES PROJECT**

This Contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CCD Business Development Corporation, hereinafter called "Contractor". County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (attachment "Exhibit 5E") for non-construction contract agreements, as follows:

RECITALS:

- A. County is in need of grant administrative services for the purchase and renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Contractor is willing to provide the above-referenced services under the terms and conditions outlined in this Contract.

1. TERM OF AGREEMENT

This Contract shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude on October 31, 2016, or when all obligations under this contract have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

2. SERVICES TO BE PROVIDED

Contractor shall complete the following tasks for the Purchase and Renovation of the Brookings, Head Start Facilities Project:

- A. Work with the Project Manager to ensure First Draw requirements are prepared in a timely fashion and consistent with guidelines.
- B. Review all requests for payment from Project Manager to ensure conformity to contracts and agreements.
- C. Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate.
- D. Prepare and maintain appropriate records of all financial transactions.
- E. Prepare and submit for County review and approval, requests for disbursement of grant funds.
- F. Prepare and submit for County review and approval, financial and other periodic or special reports required by the funding agency.

- G. Prepare necessary project completion and/or close-out reports.
- H. Labor Standards- Ensure that required Davis Bacon/BOLI wages are paid to all contractor/subs: collect and check Certified Payroll Reports and required forms; keep all records, which will be turned over to the County upon project completion; attend necessary meetings and explain labor standards to Contractors; perform required worker's interviews; ensure that corrective action is taken for any non-compliance with federal labor standards provision.
- I. Environmental Review Report- Ensure that a CDBG Environmental Review Record is assembled, and approved by State.

PAYMENT

County shall pay Contractor, for services rendered, at the rate and in the amounts as outlined in the attached Exhibit "A" that has been incorporated by reference. The total not to exceed amount in this contract is \$55,000, including reimbursable expenses. Contractor may bill County for services rendered no more frequently than once every two weeks. Payment is due within ten days after the funds are received from Business Oregon Infrastructure Finance Authority.

3. PROFESSIONAL STANDARDS

Contractor represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

4. TERMINATION

This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Contract is so terminated, the Contractor shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.

5. OWNERSHIP OF DOCUMENTS

All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

6. INSURANCE

The Contractor shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract.

In furtherance of the foregoing, Contractor, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Contractor shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this Contract.

8. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Contract without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

9. STATUS OF CONTRACTOR

Contractor is an independent Contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this Contract. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Contractor shall have control of the work and manner in which it is performed. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Contractor including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Contractor shall be responsible for any Federal or State taxes applicable to amounts paid under this Contract.

10. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.

11. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify the Contractor or its assignee of such occurrence and

this Contract shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

12. COMPLIANCE WITH LAWS

This Contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

13. WAIVER

No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

14. SEVERABILITY

If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract.

15. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Julie Schmelzer
Curry County Director of Administration
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Contractor: Tracy Loomis
CCD Business Development Corporation
522 SE Washington Ave., Suite 111A
Roseburg, OR 97470

The County and the Contractor mutually agree that this Contract and the Exhibit A and Exhibit 5E attached hereto represent the entire Contract between the County and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CONTRACTOR



Eileen Ophus, Executive Director, CEO
CCD Business Development Corporation

10.21.15

Date

EXHIBIT A

Schedule of Payments

Contractor will invoice, following the schedules outlined below. Contractor will submit invoices to County with detail that supports the payment due to Contractor. Contractor will bill at an hourly basis, \$100 per hour, according to the following:

ENVIRONMENTAL REVIEW RECORD (ERR): Administrative compensation due to CCD for the compilation of a CDBG Environmental Review Record shall not exceed **\$15,000.00**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
ERR	To be Invoiced monthly, Until completion of ERR

GRANT ADMINISTRATION: Administrative compensation due to CCD for grant administration duties shall not exceed **\$25,000**. Contractor will invoice County per the schedule that follows.

LABOR STANDARDS: Administrative compensation due to CCD for conducting labor standards shall not exceed **\$15,000**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
Grant Admin/Labor Standards	First Draw of Project
Grant Admin/Labor Standards	\$ 250,000
Grant Admin/Labor Standards	\$ 500,000
Grant Admin/Labor Standards	\$ 750,000
Grant Admin/Labor Standards	\$1,000,000
Grant Admin/Labor Standards	\$1,250,000
Grant Admin/Labor Standards	\$1,500,000
Grant Admin/Labor Standards	\$1,750,000
Grant Admin/Labor Standards	\$2,000,000
Grant Admin/Labor Standards	Final Draw

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds** \$100,000

1. Source of Funds

“Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 and the funded activity leads to construction i.e. engineering, program management, etc.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

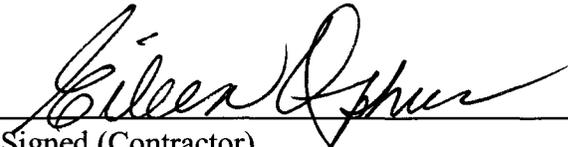
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

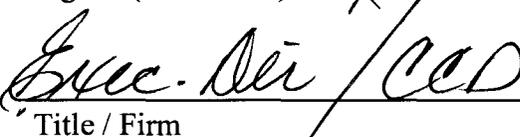
Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.



Signed (Contractor)



Title / Firm



Date

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency				2. Location (City, State, ZIP Code)									
3a. Name of Contact Person			3b. Phone Number (Including Area Code)			6. Date Submitted							
See Explanation of Codes below													
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code

7c: Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engng. Appraisal
- 0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

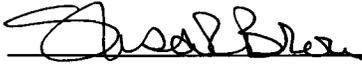
7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS



Susan Brown, Chair

10-6-15
Date



Thomas Huxley, Vice Chair

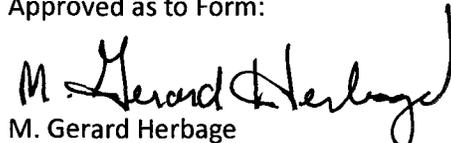
10/6/15
Date



David Brock Smith, Commissioner

10/6/15
Date

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel

CONTRACT AMENDMENT NO. 1
BETWEEN CURRY COUNTY AND CCD BUSINESS
DEVELOPMENT CORPORATION FOR GRANT
ADMINISTRATION FOR THE PURCHASE AND RENOVATION
OF THE BROOKINGS, OREGON HEAD START FACILITIES
PROJECT.

THIS CONTRACT AMENDMENT is to change the original Agreement (dated 10-13-2015) between Curry County, an Oregon County (**the County**), and CCD Business Development Corporation (**the Contractor**). The original agreement is for administrative services for the renovation of an existing building suitable for a Head Start facility.

THIS CONTRACT AMENDMENT extends the period of the original Contract to read: The Contract shall conclude on June 9, 2018, or when all obligations under this contact have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed:



CCD, Executive Director/CEO – Eileen Ophus



Date

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date



Community Development Department August 2016 Activity Report

Building Permits:	55 Permits issued
Building Inspections:	64
August revenue:	\$61,646
Phone/counter:	300 calls/visits

Planning Permits:

- 8 Land Use Compatibility Statements
- 1 new addresses
- 16 Planning Clearance reviews
- 1 Pre-Application conference
- 2 Conditional Use Permit renewals
- 1 tentative plan review
- 4 property line adjustments

Complaints:

- Assembling all complaint files and creating matrix of complainants, complaints, and code associated with complaint.
- Continued communication with State Parks and Recreation regarding complaints in Nesika beach – stairways to the beach.

Administration

- Preparation of July activity report
- Conferral with various staff regarding code enforcement administration.
- Interface with Gold Beach Planner on planning permits
- Communication and meeting with Oregon State Parks and Recreation regarding Floras Lake.
- Ongoing communication with DLCD for \$8,000 grant for County staff update work on Natural Hazards sections of the Comprehensive Plan and Zoning Ordinance, prepared time sheet and conferred on future DLCD work.
- Watershed council board participation in County fair - manning a booth

Economic Development

- Work with Assessors office to locate vacant commercial and industrial property in the County for South Coast Development Council for advertisement and marketing vacant property in the County for re-use.

- Fact finding tour of southerly portion of County Floras Lake property with Real Property Task, staff and Commissioners.
- Community Development Director tour of most northerly portion of County Lake Floras property with Trudy Spainer, Real Property Task Force member.
- Attended Oregon Coastal Caucus Oregon Coast Economic Summit in North Bend
- Mill site tour and meeting with staff team regarding opportunities and constraints of property. With assistance from Road Dept staff, preparation of very rough site plan draft identifying potential recreational uses.
- Visit to Dragonfly farms and owner north of Langlois, evaluated and forwarded information to owner regarding permitted uses for her property.
- Meeting with CCD regarding Enterprise zone for county.
- Meeting with State Parks representative to learn about State Parks holdings in north county.

Development Projects

- Ongoing interface with contract and regular staff regarding development applications.
- Toured with property owners representative the Pacific Gales Golf course site and the City of Port Orford Wastewater treatment plant to learn about Elk River Development proposal to run City treatment Plan effluent to the golf course site.

Long Range Planning

Comprehensive Plan and Zoning Ordinance

- Finalized work (meeting in Gold Beach, review and edit of draft work, ongoing phone calls with multiple staff) with DLCDD on the Curry County Natural Hazard Implementation Project (zoning ordinance and comp plan changes) and last team meeting.
- Prepared staff reports, code amendments and information for August 18 Planning Commission meeting for forest grazing and ag zones, planning procedures, conditional uses sections of the Zoning Code.
- Assistance to County Surveyor for Surveyors ordinance specifying standards and requirements for the review and approval of survey maps, partition plats, condominium plats, subdivision plats and property line adjustments.
- Meeting with ODOT staff regarding US 101 corridor study and upcoming public meetings.

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT
FOR AUGUST, 2016

1. We are currently working through an archived notebook for old Corner Records, Volume 17. This book shows that the Range number for most entries is missing, as well as other important detailed survey information. We are examining the original hand-written notes to compare with the ledger. There are many discrepancies that we are in the active process of fixing. We will then upload this Volume to our website when done.
2. Our department is continuing to organize the back storage room, where old records are located. This is a large ongoing project and is taking a great deal of time.
3. We are looking forward to the new website to be able to update our own files. Recent work that we could put online would be:
 - Our Map Indexes in the office have been updated to show all of Charlie Echol's maps.
 - Our Map Indexes in the office have been updated to show all of our Unfiled maps that have been squirreled away in the office.
 - We recently completed a list of old rolled maps and this list is available online (we were able to create our own link). These are old maps that have been accumulating around the Surveyor's Office. Many of them have historical and useful boundary information that is not available anywhere else. In most cases, it was not practical to scan them, so the basic description has been indexed in an Excel file. The interested person can jot the location down and we can find the map for them to look at.
 - Of course, recently filed maps, corner records and parcel maps will be added when the new website is available.
4. We sent out a letter to each of the Surveyors interested in doing work in Curry County regarding the fact that we have added pertinent information to our website and to direct their attention to the new Corner Record Policy. We also enclosed a copy of the approved **CONTRACT FOR CURRY COUNTY LAND SURVEY WORK & W-9** referred to in this new policy. This policy is basically to offer a small payment for Public Land Surveyor Corner work they do in the course of their survey job.
5. We will be starting a new project from hand-written County Surveyor work/notes compiled from years 1878-1908. These will be indexed by Survey number, land owner's name(s), Township, Range, Section and survey purpose. We will then carefully scan this antiquated book and put it online for preservation interests.

County Surveyors:

John Fitzhugh	1878-1882
George Fitzhugh	1882-1886
Rolla Canfield	1890-1892
John Fitzhugh	1893-1898
D. Cunniff Jr.	1900-1908

6. 1 (one) Map of Survey was checked this month, and subsequently filed in our office.

7. Reily performed 2 (two) days of field work on the County Property Access survey in the Lake Floras area.

NEW SURVEYS REVIEWED, FILED, SCANNED, COPIED, PUT ON LINE:

T30 - 0	Far North County
T31 - 0	“
T32 - 0	“
T33 - 0	“
T34 - 0	“
T35 - 0	“
T36 - 1	
T37 - 0	“
T38 - 0	“
T39 - 0	“
T40 - 0	Brookings-Harbor area
T41 - 0	“

DEPOSITS: August 31, 2016 = \$ 273.00

Reily Smith worked 75.00 hours in August
Sherri Buckel worked 80.00 hours in August
Bobbie Boice worked 36.75 hours in August

Respectfully submitted,

Reily Smith
County Surveyor