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**North Central Public Health District**  
"Caring For Our Communities"

# North Central Public Health District Executive Committee Meeting

November 8, 2016  
3:00PM  
Meeting Room @ NCPHD

## **AGENDA -**

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1. **Minutes**
  - a. Approve from May 10, 2016, September 13, 2016 and October 12, 2016 meetings.
  - b. Set Next Meeting Date (December 13, 2016)
2. **Additions to the Agenda**
3. **Public Comment**
4. **Unfinished Business**
  - a. Status of Accreditation
  - b. Staffing Update
  - c. CHA-CHIP Update
  - d. Air Quality Update
  - e. Public Health Modernization Status Update
5. **New Business**
  - a. MCMC Health Summit – Reflections and Report
  - b. First Quarter Fiscal Report
  - c. Review of A/P checks issued September 2016 and October 2016
  - d. Contracts Review
    - Advantage Services Agreement
    - Afaxy's Agreement
    - AmeriCorps Agreement
    - Homeland Security Grant 15-244.1
    - OHA 148025-7
    - OHA 148025-8
  - e. Director's Report

Note: This agenda is subject to last minute changes.

Meetings are ADA accessible. If special accommodations are needed please contact NCPHD in advance at (541) 506-2626. TDD 1-800-735-2900. NCPHD does not discriminate against individuals with disabilities.

*\*\*If necessary, an Executive Session may be held in accordance with: ORS 192.660 (2) (d) Labor Negotiations; ORS 192.660 (2) (h) Legal Rights; ORS 192.660 (2) (e) Property; ORS 192.660 (2) (i) Personnel\*\**



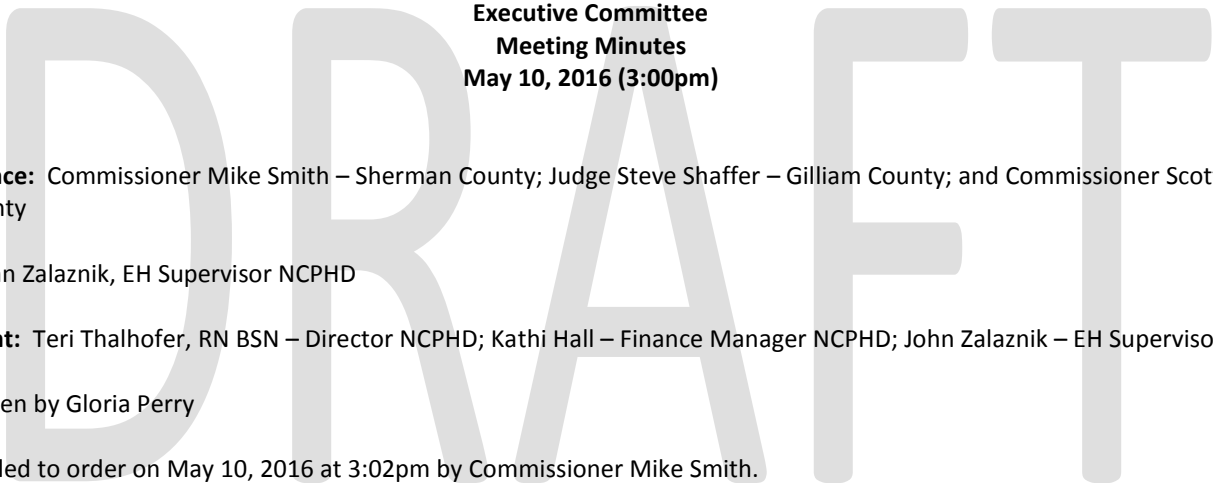
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419 East Seventh Street  
The Dalles, OR 97058-2676  
541-506-2600  
[www.ncphd.org](http://www.ncphd.org)

**North Central Public Health District  
Board of Health  
Executive Committee  
Meeting Minutes  
May 10, 2016 (3:00pm)**



**In Attendance:** Commissioner Mike Smith – Sherman County; Judge Steve Shaffer – Gilliam County; and Commissioner Scott Hege – Wasco County

**Guests:** John Zalaznik, EH Supervisor NCPHD

**Staff Present:** Teri Thalhofer, RN BSN – Director NCPHD; Kathi Hall – Finance Manager NCPHD; John Zalaznik – EH Supervisor

Minutes taken by Gloria Perry

Meeting called to order on May 10, 2016 at 3:02pm by Commissioner Mike Smith.

**SUMMARY OF ACTIONS TAKEN**

**Motion by Judge Steve Shaffer, second by Commissioner Scott Hege, to approve the minutes from the 4/12/16 executive committee board meeting with correction.**

Vote: 3-0  
Yes: Commissioner Mike Smith, Commissioner Scott Hege, and Judge Steve Shaffer.  
No: 0  
Abstain: 0  
Motion carried.

**Motion by Commissioner Scott Hege, second by Judge Steve Shaffer, to approve the A/P Checks Issued – April 2016 report as presented.**

Vote: 3-0  
Yes: Commissioner Mike Smith, Commissioner Scott Hege, and Judge Steve Shaffer.  
No: 0  
Abstain: 0  
Motion carried.

## WELCOME & INTRODUCTIONS

### 1. MINUTES

- a. Approval of past meeting minutes
  - 4/12/2016 minutes were approved with the correction of the spelling of the City of Moro.
- b. Set next meeting date
  - The next full board of health meeting was scheduled for Tuesday, June 7, 2016 at 3:00 PM. Meeting location will be at the North Central Public Health District office located at 419 E. 7<sup>th</sup> Street, The Dalles, OR.

### 2. ADDITIONS TO THE AGENDA

- a. Environmental Health Issues:
  - Need a consensus around prorating a fee for a special circumstance.
  - Update on NCPHD's involvement with the DEQ meeting regarding AmeriTies that is scheduled for May 17<sup>th</sup>;
  - A heads up that in June a request will be brought to the board to increase fees for environmental health.
- b. Norcor
  - Briefing of meeting Mike Smith had with Bryan Brandenburg the Administrator at Norcor.

### 3. PUBLIC COMMENT

- a. None

### 4. UNFINISHED BUSINESS

- a. Budget Update
  - Currently we are waiting for Wasco County's budget meeting which is scheduled for next Monday and Tuesday. We then anticipate moving forward with budget approval on June 6<sup>th</sup>.
  - Both Sherman County and Gilliam County are using FY 15-16 budget numbers for FY 16-17.
  - Commissioner Smith commended NCPHD's staff for what they can do with the dollars available; however he is very concerned about next year. The only reason we are able to move forward is because of the \$90,000 QIM fund payment from the Columbia Gorge CCO's.
  - Commissioner Hege commented that he hopes the QIM money received from CGCCO is not just a one-time thing. He also commented that at this point in time, he has nothing new to offer in regards to Wasco County's contribution for fiscal year 2016-17.
- b. QIM Funds Update
  - The \$90,000.00 QIM funds have been received from the Columbia Gorge CCO.
  - A Community Health Specialist has been hired. Start date will be June 1<sup>st</sup>.
  - In process of scheduling interviews for the Office Specialist position.
  - Commissioner Hege would like NCPHD to communicate on a regular basis with the CCO on how this QIM money is being utilized and what the outcomes are. He recommended to Teri that she contact Molly Rogers to have a discussion about how NCPHD can most effectively communicate, at a high level, to make sure we keep the CCO up-to-date on a monthly or quarterly basis.

### 5. NEW BUSINESS

- a. 3<sup>rd</sup> Quarter Fiscal Report
  - Kathi Hall presented report.
    - ✓ Commissioner Smith asked if we have started advertising that the walk-in clinic is now open more days.
    - ✓ Teri advised Commissioner Smith that advertising has not yet occurred. However, Dr. McDonell is in the process of drafting a letter to send to community partners letting them know of our intended expanded hours & services.
- b. Review of A/P checks issued April 2016

- Motion made to approve A/P checks report as presented.
- c. Environmental Health Issues
  - AmeriTies Update:
    - ✓ DEQ has scheduled a meeting on May 17th in The Dalles to discuss air pollution.
    - ✓ Last monitoring period was in 2012. DEQ has plans of setting up, in the near future, two monitoring sites in The Dalles. One will be set up between the plant and the highway and the other will be set up south of the plant.
    - ✓ Oregon Health Authority (OHA) was reluctant to send any of their toxicologists or other public information people to this meeting because there is no new data since the 2012 monitoring.
    - ✓ Initially DEQ wanted NCPHD to attend and man a table with a Q&A brochure which is a bit concerning because we do not have an outdoor air quality program nor do we have the expertise in this area. Teri advised DEQ that NCPHD would not be participating in this meeting in this type of capacity but would be here to listen. DEQ has since contacted a toxicologist from Oregon Occupational Health who has agreed to attend the meeting.
    - ✓ Teri had a conversation with Representative Huffman regarding this meeting and he did not expect NCPHD staff to participate at this meeting, however he would encourage elected officials to attend to hear what people have to say.
  - Food Licensing Fees:
    - ✓ Breweries were initially licensed through the Dept. of Ag and now they are going to be licensed through NCPHD because the majority of their sales are coming from onsite food sales.
    - ✓ Dept of Ag's licensing year is a fiscal year and NCPHD's licensing is a calendar year. Since our fees are so much higher, and this change of regulatory agency was unexpected and out of the restaurateur's control, John asked the board to consider reducing our license fee to half for those facilities that are renewing for the remainder of 2016.
    - ✓ After discussion it was the consensus of the board to approve to reduce licensing fees to half for Breweries who are renewing their license for 2016.
  - Septic Permitting & Re-Inspection Fees:
    - ✓ John informed the board that in June he will be asking the board to consider increasing/adding the following fees:
      - Major repair from \$378.00 to \$450.00
      - Minor repair from \$255.00 to \$300.00
      - Site Visit Authorization from \$336.00 to \$400.00
      - Non-Site Visit Authorization from \$179.00 to \$200.00
      - Mobile Unit from \$370.00 to \$400.00
      - Add a Record Search Fee of \$40.00 first hour and \$60.00 for each additional hour.
      - Add a Annual Maintenance Report fee of \$50.00
      - Add a Re-inspection Fee for Schools and Daycares of \$75.00
      - Add a Re-inspection Fee for Septic Permits of \$100.00
  - City of Moro Water Tower Issue
    - ✓ Water tower has not been cleaned in 26 years; However, John Zalaznik informed the board that a cleaning schedule depends a lot on the source water.
    - ✓ City of Moro is thinking of putting their 1952 reservoir back on line for a period of time.
    - ✓ City of Moro is working with an engineer and there will most likely be some recommendations.
    - ✓ As of April 1<sup>st</sup>, the State has adopted the EPA rules on how they regulate water systems. If a water systems has a detection of chloroform bacteria they won't have to do a public notice to the users, but if they have two detections in a year, the State's going to advise them they need to have a provision to put chlorine on that system.
    - ✓ Commissioner Smith asked if there was a way that NCPHD could inform city councils that this is an important issue and it should be taken seriously.
    - ✓ John Zalaznik replied that the liability to a city or entity is pretty severe. It's the water system operator's responsibility to inform the city / entity. John stated he would back the operator up but it's their system and their responsibility. John's role is to ensure the testing and

requirements are there but the operator is on the line and needs to take issues with the water system seriously.

d. Norcor

- Commissioner Smith informed the board that he had met with Brian Brandenburg the Administrator at Norcor earlier today and they had a really good discussion about partnership opportunities between Norcor and NCPHD. A meeting between Teri Thalhofer and Brian has been scheduled next week to further discuss this issue.

e. Director's Report

- Report presented by Teri Thalhofer.

Meeting adjourned at 4:14pm

\_\_\_\_\_  
Commissioner Michael Smith, Chair

\_\_\_\_\_  
Date

**{Copy of 4/12/16 board of health executive committee meeting minutes, 3<sup>rd</sup> Quarter Revenue Analysis report, & A/P Checks Issued – April 2016 Report, attached and made part of this record.}**

DRAFT



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**North Central Public Health District  
Board of Health  
Meeting Minutes  
September 13, 2016 (3:00pm)**

**In Attendance:** Commissioner Mike Smith – Sherman County; Roger Whitley – Sherman County; Judge Steve Shaffer – Gilliam County; Michael Takagi – Gilliam County; Commissioner Scott Hege – Wasco County; and Fred Schubert – Wasco County.

**Staff Present:** Teri Thalhofer, RN BSN – Director NCPHD; Kathi Hall – Finance Manager NCPHD; Shellie Campbell – Clinical Programs Supervisor; Lynette Richardson – PH Nurse; Judy Bankman – Comm. Health Specialist; Stefanie Buell – Comm. Health Worker; Jeremy Hawkins – CD Investigator; and Jean Christmas – Office Specialist.

Minutes taken by Gloria Perry

Meeting called to order on September 13, 2016 at 3:02pm by Commissioner Mike Smith.

**SUMMARY OF ACTIONS TAKEN**

**Motion by Commissioner Scott Hege, second by Judge Steve Shaffer to approve the minutes from the 7/12/16 executive board meeting with correction.**

Vote: 6-0  
Yes: Commissioner Mike Smith, Roger Whitley, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.  
No: 0  
Abstain:  
Motion carried.

**Motion by Judge Steve Shaffer, second by Commissioner Scott Hege to approve sending a letter to Pete Sheperd, Interim Director of Oregon DEQ requesting that DEQ continue air quality monitoring in The Dalles for a period of time after the formulation change has occurred.**

Vote: 6-0  
Yes: Commissioner Mike Smith, Roger Whitley, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.  
No: 0  
Abstain:  
Motion carried.

**Motion by Fred Schubert, second by Commissioner Scott Hege to approve the A/P Checks Issued in July and August 2016 reports as presented.**

Vote: 6-0  
Yes: Commissioner Mike Smith, Roger Whitley, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.  
No: 0  
Abstain:  
Motion carried.

## **WELCOME & INTRODUCTIONS**

### **1. MINUTES**

- a. Approval of past meeting minutes
  - Minutes were approved with correction. 4a Foundational Programs: Where it references “*needed FTE*” it should say “*need additional FTE*”.
- b. Set next meeting date
  - Due to scheduling conflicts, the regularly scheduled October Executive Board meeting is cancelled. The next regularly scheduled Executive Committee will meet November 8, 2016. Commissioner Smith asked Gloria Perry to send out a notification that the October 2016 NCPHD Executive Board meeting is cancelled.

### **2. ADDITIONS TO THE AGENDA**

- a. 7/12/2016 Executive Board Meeting Minutes

### **3. PUBLIC COMMENT**

- a. None

### **4. UNFINISHED BUSINESS**

- a. Staffing Update
  - Teri advised the board that going forward at every full board meeting she will be introducing staff to the board.
  - Teri introduced to the board newly hired staff:
    - ✓ Shellie Campbell – Clinical Programs Supervisor. Shellie has been in this role since the first of the year.
    - ✓ Jean Christmas – Office Specialist. Jean was hired with Columbia Gorge CCO funds to increase our administrative capacity. Also through a contract with Sherman County we were able to increase her FTE and she is the Local Community Advisory Council Coordinator for Sherman County.
    - ✓ Jeremy Hawkins – CD Investigator. Jeremy started out as a Community Health Specialist in May, but has since moved into a new position as our Communicable Disease Investigator which is a new position for NCPHD. Jeremy will also be working with Teri on Climate Change Implementation funding.
    - ✓ Lyn Richardson – Public Health Nurse. Lyn started with NCPHD in December and is working in the clinic. We are going to be expanding the maternal child health services, and Lyn is our lead in seeing pregnant Moms.
    - ✓ Judy Bankman – Community Health Specialist. Judy will be starting with us on Monday, September 19<sup>th</sup> filling the position that Jeremy had originally been hired for. This position is from funding received from Columbia Gorge CCO. Judy will be working on maternal child health systems development, social media projects and the Fit n’ Wasco project.
    - ✓ Stefanie Buell – Community Health Worker. Stefanie started on Monday. Stefanie will mainly be working with Lyn to support visits to pregnant women. We were able to hire Stefanie through a 5-year grant from a community partner who wishes to remain anonymous.

b. Status of Accreditation

- Site visit completed a year ago in May. Received a decision from the Public Health Accreditation Board that we needed to do a work plan.
- Work plan was being led by our accreditation coordinator Jane Palmer. When Jane retired in December there were still several items that needed to be completed on that work plan. However, with staffing changes and lack of capacity we were not able to complete the work plan by the original May date or by the extended to August date.
- Teri had a conversation with our accreditation liaison around the work that needed to happen in the work plan reflected back to documents that we are currently re-doing such as the community health assessment and the community health improvement plan which we are in the processing of working with both of the CCO's on. Also, the strategic plan will need to be updated to fit those. How applicable is it for NCPHD to do work that reflects back to documents that are no longer current. Teri asked if there was an option to withdraw from the process because Teri didn't feel like there was capacity for NCPHD to be able to complete that.
- Teri received a call last week from one of the managers at the public health accreditation advisory board and she actually really encouraged us, we are currently inactive in the system and she encourage Teri to stay inactive and give them a timeframe of when we thought we could complete our work plan and that it can be new work going forward. Teri asked her for a week to determine if we will stay inactive or active.
- Teri has had conversation with other public health directors who have completed the process about getting some consultation to get us to where we need to be.
- So at this point in time, we will stay inactive and give the accreditation board a new timeframe for completion which can be up to a year. Inactive status will cost \$100.00 a month.

c. CHA-CHIP Update

- Work continues to move forward. The Eastern Oregon CCO is working on their CHIP update. They are doing a less strenuous process than Columbia Gorge Health Council who is doing a full new community health assessment / community health improvement plans. NCPHD is participating in this process and once the documents are complete will probably merge them into a document that works for NCPHD.
- There is a lot of cross-over data between the two CCO's and there has been conversation about how to get Columbia Gorge Health Council and EOCCO to look at where the commonalities are in the data so as not to duplicate data.
- Commissioner Smith suggested to Teri that she send an email to Kevin Campbell regarding the two CCO's working together on this. He will follow-up with Kevin after Teri sends an email.

d. Commissioner Smith asked the full board members if they had any questions for the time they were not in attendance for the executive board members.

- Fred Schubert asked if the executive board went through the facilitation process and what the status was on that process.
  - ✓ Commissioner Smith commented that the executive board used a facilitator for a few meetings. The meetings went smoothly and the three counties have been working well together over the last few months. The work relationship is a lot better and we have a good basis to work from.
  - ✓ Judge Shaffer commented that the meetings went really well and it created an open-door communication aspect which was there before but just a matter of having someone sit with us and pinpoint where the communication factors may have been a bit lacking. He believes the executive board got enough out of those meetings to move forward. It still boils down to dollars though and trying to keep the facility operating.
  - ✓ Commissioner Hege commented that the process has been good; and that we're continuing on and the communication is good. Operationally and financially it seems to be going fine. There is still more work to do. One thing from Wasco County's perspective is this health summit that's coming up in November is going to be a good discussion about trying to get the whole health community together to talk about whose doing what and why, and is there a way we can be more efficient. It's going to be a good discussion about how we can work together as a community in the realm of health and public health.
- After discussion, the board agreed to have the executive committee continue to meet on a monthly basis with the full board meeting quarterly.



## 5. NEW BUSINESS

- a. Status of Electronic Health Record & Health Information Exchange
  - Teri presented a history of NCPHD's involvement in applications of an electronic regional health information system starting in July 2009 to present day.
- b. Program Updates
  - We are receiving funds from the community partner for the Maternal Child Health Expansion. We are seeing more pregnant women in WIC. We've had meetings with One Community Health's maternal child health team and with the nursing case manager at Columbia River Women's Centers. Both of these community partners are excited about creating a system support both in the clinic and in the community to support pregnant and parenting families.
  - Environmental Health and CD staff are really busy. We've had a couple of cases of childhood lead. Staff has been working in partnership to go out to those homes and look at where lead risk is.
  - We are continuing to work on Zika virus. We've worked with community partners on where testing can take place for women who have been exposed to Zika during the most vulnerable part of their pregnancy.
  - Solid Waste –Requests received for septic new systems and system repairs is through the roof. EH is very busy with this.
  - There is increased traffic in the clinic. We have created some rack cards that talk about our increased hours and services that are available. Next week we will be sharing these cards with community partners and stocking brochure racks.
    - ✓ Commissioner Smith would like Teri to track the increase clients being seen in the clinic with due to the expanded clinic hours.
  - We've been working with the CCO around coding to support the CCO matrix for adolescent well child visits and long acting contraceptive methods.
  - Grants:
    - ✓ Step It Up Students
      - Promoting a monthly "walk to school" day. Schools will meet at a designated area and volunteer walkers will walk with the students to their respective schools.
    - ✓ Knight Cancer Institute: Step It Up The Dalles
      - Will create walking groups to increase physical activity among community members. We will be working with senior groups, faith based groups, local employers, etc. to create walking groups.
    - ✓ NCPHD prevention staff has been working closely with Hood River Prevention department on two grant applications with the Knight Cancer Institute to reduce tobacco use.
- c. Air Quality
  - Teri along with John Zalaznik and Dr. McDonell attended a meeting held on August 31, 2016 between the Oregon Health Authority (OHA) and Wasco County Public Works staff. She shared with the board a summary of concerns and questions that were generated from that meeting.
  - Also shared was information about upcoming regional meetings that DEQ and OHA will be conducting.
  - A draft letter addressed to Oregon's DEQ from NCPHD board of health asking that DEQ continue air quality monitoring in The Dalles for a period of time after the formulation change has occurred was discussed.
    - ✓ After discussion a motion was to send this letter to Pete Shepherd, the Interim Director of Oregon DEQ.
- d. Status of Annual Report
  - Teri hopes to have the report completed by the end of October.
- e. County Funding Update
  - Kathi Hall presented a report on direct county funding support.
- f. Unaudited 2016 Year-end Analysis
  - Kathi Hall presented report.
  - With expanded clinic hours we are seeing an increase in fees.
  - EH Trainee Position:
    - ✓ Teri and the Environmental Health staff have had conversations about their capacity to meet their programs requirements with the increased workload due to going from 3 EH Specialists down to 2 EH Specialists (when Glenn Pierce retired) and taking on the Gilliam County onsite

septic program as well as the increased activity both in licensed facilities and onsite septic work in Wasco, Sherman and Gilliam Counties.

- ✓ Teri advised the board that with the unanticipated increase in fee collection from the additional septic permitting as well as the more than expected walk-in clinic fees there are funds available in the budget to hire a EH Trainee to assist the existing EH staff with their increased workload.
  - ✓ We are taking an unfilled EH Specialist position and turning it into a EH Trainee position at a lower rate.
  - ✓ The EH Trainee position would be a .8 FTE with benefits. The total cost for the remainder of FY 2016-17 (7 to 8 months) would be \$29,835. The annual cost of this position is \$37,294.00.
  - ✓ After discussion, including conversation regarding workforce development and succession planning for EH, it was the consensus of the board of health to move forward with this position.
  - ✓ A budget amendment will be prepared and the Executive Committee will meet via phone conference sometime in October to approve the budget amendment.
- g. Review of A/P checks issued (July & August 2016)
- Reports approved as presented.
  - Going forward, the board would like to see an attachment to the A/P Checks Issued report that listed a running tally of EFT checks listed in the que.
- h. Contracts Reviewed:
- Teri reviewed the following contracts with the board:
    - ✓ Pauly, Rogers & Co.
    - ✓ OHSU – Knight Cancer Institute Award Agreement (Step It Up! The Dalles)
    - ✓ LCAC IGA
- i. Director’s Report – Teri Thalhofer
- Report presented.

Meeting adjourned at 4:48pm

\_\_\_\_\_  
Commissioner Michael Smith, Chair

\_\_\_\_\_  
Date

**{Copy of 7/12/2016 Executive Committee meeting minutes, Handout NCPHD Health Information Exchange & Electronic Health Record History and Current Status, Handout AMERITIES – Summary of Concerns & Questions, Draft Letter to Oregon Department of Environmental Quality, Direct County Funding Report, NCPHD Recap Report 4<sup>th</sup> Quarter 2016, Fee Analysis Summary Report, A/P Checks Issued July 2016 and August 2016 Reports, Pauly, Rogers Agreement, OHSU – Knight Cancer Institute Award Agreement, LCAC IGA, and Directors Report attached and made part of this record.}**



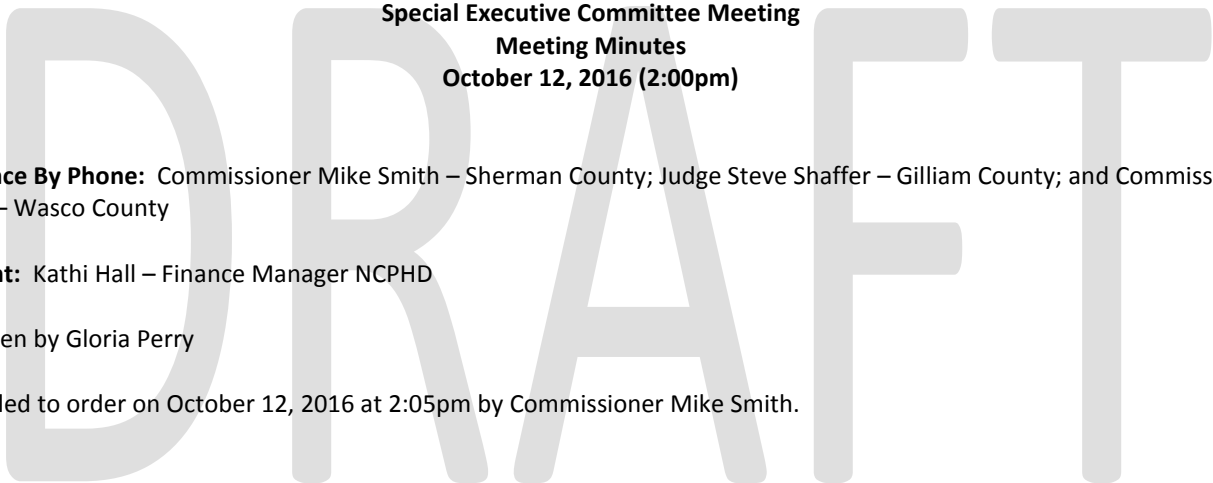
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**North Central Public Health District  
Board of Health  
Special Executive Committee Meeting  
Meeting Minutes  
October 12, 2016 (2:00pm)**



**In Attendance By Phone:** Commissioner Mike Smith – Sherman County; Judge Steve Shaffer – Gilliam County; and Commissioner Scott Hege – Wasco County

**Staff Present:** Kathi Hall – Finance Manager NCPHD

Minutes taken by Gloria Perry

Meeting called to order on October 12, 2016 at 2:05pm by Commissioner Mike Smith.

**SUMMARY OF ACTIONS TAKEN**

**Motion by Judge Steve Shaffer second by Commissioner Scott Hege, to approve Resolution 2016-04, a Resolution approving a supplemental budget for fiscal year 2016-17 in the sum of \$30,000.00.**

Vote: 3-0  
Yes: Commissioner Mike Smith, Commissioner Scott Hege, and Judge Steve Shaffer.  
No: 0  
Abstain: 0  
Motion carried.

**1. NEW BUSINESS**

- a. Resolution 2016-04 (A supplemental budget resolution for fiscal year 2016-17).
  - Motion made to approve Resolution 2016-04 as presented.

Meeting adjourned at 2:09pm

\_\_\_\_\_  
Commissioner Michael Smith, Chair

\_\_\_\_\_  
Date

{Copy of Resolution 2016-04 attached and made part of this record.}

DRAFT

Fund Bal Sept

9/30/2016

BUD. Beg bal		\$350,000	
YTD rev	\$450,898		
YTD exp	<u>\$477,475</u>		
rev-exp		<u>-\$26,577</u>	
plus Beg Bal			\$323,423

Included in Beg Bal:

CCO QIM 7/1/16	\$83,739		
QIM PS 7/1 - 9/30/16	<u>\$9,752</u>		
CCO QIM 9/30/16		\$73,987	balance
MRC Challenge Grant		\$15,000	carryover
BUD. unapropriated		\$160,000	
BUD. Contingency		\$51,500	
BUD. Reserve for vehicle		<u>\$20,000</u>	
			\$320,487

Clinic Fees	BUD	YTD	%
Imm Fees	\$6,000	\$2,473	41.22%
Imm Fees TPR	\$2,400	\$994	41.42%
Imm OHP	\$5,000	\$279	5.58%
FP Fees	\$3,700	\$10	0.26%
FP Donations	\$1,500	\$160	10.67%
FP Fees TPR	\$11,000	\$2,497	22.70%
FP OHP	\$85,000	\$4,959	5.83%
CCARE	\$80,000	\$11,597	14.50%
		(Jul-Aug)	
STD Fees	\$2,000	\$0	0.00%
STD Fees TPR	\$200	\$212	105.90%
STD OHP	\$2,500	\$0	0.00%

**NCPHD**  
**Accounts Payable Checks**  
**Issued - September 2016**

Check Date	Check Number	Vendor Name	Amount
9/23/2016	281 <i>RSVD in Que July 2016</i>	OREGON STATE, EMPLOYMENT DEPARTMENT	\$2,771.16
9/9/2016	294	IRS	\$11,144.92
9/9/2016	295	ASIFLEX	\$220.00
9/9/2016	296	P E R S	\$9,223.92
9/9/2016	297	OREGON STATE, DEPT OF REVENUE	\$2,653.96
9/23/2016	298	IRS	\$10,881.42
9/23/2016	299	ASIFLEX	\$220.00
9/23/2016	300	P E R S	\$9,061.28
9/23/2016	301	OREGON STATE, DEPT OF REVENUE	\$2,567.69
9/6/2016	11458	CIS TRUST	\$24,657.60
9/6/2016	11459	OREGON STATE, DEPT OF ENVIRONMENTAL OUA	\$2,100.00
9/8/2016	11460	ADVANCED TECH SERV	\$71.00
9/8/2016	11461	AHLERS & ASSOCIATES	\$860.00
9/8/2016	11462	HENRY SCHEIN	\$600.31
9/8/2016	11463	OREGON HEALTH AUTHORITY	\$16,000.00
9/8/2016	11464	RICOH USA INC.	\$149.35
9/8/2016	11465	SATCOM GLOBAL INC.	\$57.46
9/8/2016	11466	SECURITEC CORP, DBA HEALTHSTYLE PRESS	\$330.70
9/8/2016	11467	SMITH MEDICAL PARTNERS LLC	\$3,278.91
9/8/2016	11468	SPARKLE CAR WASH, LLC	\$64.80
9/8/2016	11469	STAEHNKE, DAVID	\$118.84
9/8/2016	11470	U.S. CELLULAR	\$340.62
9/8/2016	11471	UPS	\$100.00
9/8/2016	11472	US BANK	\$1,079.85
9/8/2016	11473	VARIDESK, LLC	\$2,570.00
9/8/2016	11474	WASCO COUNTY	\$500.62
9/14/2016	11475	CA STATE DISPURSEMENT UNIT	\$231.50
9/14/2016	11476	NATIONWIDE RETIREMENT SOLUTION	\$950.00
9/16/2016	11477	BEERY ELSNER & HAMMOND LLP	\$135.00
9/16/2016	11478	CYTOCHECK LABORATORY LLC	\$235.00
9/16/2016	11479	DEVIN OIL CO INC.	\$79.10
9/16/2016	11480	INTERPATH LABORATORY INC.	\$12.60
9/16/2016	11481	MID-COLUMBIA MEDICAL CENTER	\$326.25
9/16/2016	11482	NCAS PROGRAMS, UNIV OF WA	\$2,125.00
9/16/2016	11483	OFFICE MAX INCORPORATED	\$765.57
9/16/2016	11484	OREGON STATE, DEPT HUMAN SERVICES-OFS	\$200.00
9/16/2016	11485	SAIF CORPORATION	\$563.65
9/16/2016	11486	SHRED4LESS	\$90.00
9/16/2016	11487	STAPLES ADVANTAGE	\$241.12
9/16/2016	11488	UPS	\$58.49
9/16/2016	11489	WRAY, TANYA	\$63.80
9/22/2016	11490	ADVANCED TECH SERV	\$76.00
9/22/2016	11491	COX, MARIA DEL PILAR	\$25.00

**PAYROLL A/P (EFT)**

**PAYROLL A/P CHECKS**

9/22/2016	11492	HENRY SCHEIN	\$2,041.10
9/22/2016	11493	NCAST PROGRAMS, UNIV OF WA	\$425.00
9/22/2016	11494	OREGON ENVIRONMENTAL, HEALTH ASSN.	\$145.00
9/22/2016	11495	OREGON PUBLIC HEALTH ASSN.	\$170.00
9/28/2016	11496	CA STATE DISPURSEMENT UNIT	\$231.50
9/28/2016	11497	NATIONWIDE RETIREMENT SOLUTION	\$950.00
9/29/2016	11498	EMS INNOVATIONS INC	\$2,446.27
9/29/2016	11499	OPTIMIST PRINTERS	\$425.00
9/29/2016	11500	STAPLES ADVANTAGE	\$479.96
9/29/2016	11501	WASCO COUNTY	\$2,278.59
9/29/2016	11502	WRAY, TANYA	\$830.69
		<b>TOTAL:</b>	<b>\$118,225.60</b>

**PAYROLL A/P CHECKS**

NCPHD Board of Health authorizes check numbers 11458 - 11502 and payroll EFT numbers 281, & 294 - 301 totalling \$118,225.60.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Commissioner Michael Smith, Chair

**NCPHD  
Accounts Payable Checks  
Issued - October 2016**

Check Date	Check Number	Vendor Name	Amount
10/7/2016	302	IRS	\$11,215.28
10/7/2016	303	ASIFLEX	\$220.00
10/7/2016	304	P E R S	\$8,977.02
10/7/2016	305	OREGON STATE, DEPT OF REVENUE	\$2,667.99
	306 RSVD in Que Oct 2016		
10/25/2016	307	IRS	\$10,948.30
10/25/2016	308	ASIFLEX	\$220.00
	309 RSVD in Que Oct 2016		
10/25/2016	310	OREGON STATE, DEPT OF REVENUE	\$2,515.14
10/3/2016	11503	CAROLYN MINSCH DBA, NUTRITION GRAPHICS	\$68.95
10/3/2016	11504	CIS TRUST	\$24,657.60
10/3/2016	11505	OPTIMIST PRINTERS	\$45.00
10/3/2016	11506	SECA CORPORATION	\$116.63
10/3/2016	11507	WASCO COUNTY	\$155.46
10/3/2016	11508	OREGON STATE, DEPT OF HUMAN SERVICES	\$12,344.14
10/6/2016	11509	HENRY SCHEIN	\$1,547.06
10/6/2016	11510	KYJO CORP DBA, SENSORYEDGE	\$359.90
10/6/2016	11511	OFFICE MAX INCORPORATED	\$32.94
10/6/2016	11512	OREGON STATE, DEPT OF ENVIRONMENTAL QUA	\$800.00
10/6/2016	11513	OREGON STATE, DEPT OF HUMAN SERVICES	\$10,000.00
10/6/2016	11514	OWIK CHANGE LUBE CENTER INC.	\$39.95
10/6/2016	11515	SAIF CORPORATION	\$563.65
10/6/2016	11516	SATCOM GLOBAL INC.	\$57.70
10/6/2016	11517	SMITH MEDICAL PARTNERS LLC	\$1,795.20
10/6/2016	11518	SPARKLE CAR WASH, LLC	\$8.10
10/6/2016	11519	STAEHNKE, DAVID	\$94.57
10/6/2016	11520	TONKIN	\$79.95
10/6/2016	11521	U.S. CELLULAR	\$278.85
10/6/2016	11522	US BANK	\$3,887.26
10/6/2016	11523	WASCO COUNTY	\$88.76
10/10/2016	11524	CA STATE DISPURSEMENT UNIT	\$231.50
10/10/2016	11525	NATIONWIDE RETIREMENT SOLUTION	\$950.00
10/11/2016	11526	ADVANCED TECH SERV	\$70.00
10/11/2016	11527	AHLERS & ASSOCIATES	\$860.00
10/11/2016	11528	DEVIN OIL CO INC.	\$68.14
10/11/2016	11529	INTERPATH LABORATORY INC.	\$25.20
10/11/2016	11530	MID-COLUMBIA MEDICAL CENTER	\$337.50
10/11/2016	11531	OPTIMIST PRINTERS	\$800.00
10/11/2016	11532	RICOH USA INC.	\$147.17
10/11/2016	11533	STAPLES ADVANTAGE	\$310.44
10/11/2016	11534	WASCO COUNTY	\$272.75

**PAYROLL A/P (EFT)**

**PAYROLL A/P (EFT)**



10/18/2016	11535	BEERY ELSNER & HAMMOND LLP	\$202.50
10/18/2016	11536	CYTOCHECK LABORATORY LLC	\$115.50
10/18/2016	11537	OPTIMIST PRINTERS	\$523.25
10/18/2016	11538	QWIK CHANGE LUBE CENTER INC.	\$44.50
10/18/2016	11539	THE DALLES NAPA AUTO PARTS INC	\$39.98
10/18/2016	11540	UPS	\$108.49
10/18/2016	11541	MELADY, DILLON	\$81.90
		<b>TOTAL:</b>	<b>\$98,974.22</b>

NCPHD Board of Health authorizes check numbers 11503 - 11541 and payroll EFT numbers 302 - 305, 307, 308 & 310 totalling \$98,974.22

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Michael Smith, Chair

**Running Tally of Payroll A/P (EFT) Checks Reserved in Que**

<b>Check #</b>	<b>Mo. Reserved</b>	<b>\$ Amount</b>	<b>Vendor Name</b>	<b>Status</b>
281	July	\$2,771.16	Oregon State Employment Department	Processed
284	July	\$8,778.41	P E R S	Processed
292	Aug	\$8,792.47	P E R S	Processed
306	Oct			Pending
309	Oct			Pending

## Services Agreement

Between:

*Advantage Dental Clinics, LLC  
Advantage Dental Services, LLC and  
Advantage Dental Group, PC  
("Advantage Dental")  
442 SW Umatilla Avenue Suite 200  
Redmond, OR 97756  
541-504-3900*

And:

*North Central Public Health District ("Community  
Entity")  
  
419 East Seventh Street  
The Dalles, OR 97508  
541-506-2600*

(Collectively, "the parties.")

This Services Agreement ("Agreement") shall be considered current starting on July 2, 2016 and shall terminate upon 60 days written notice from either party.

Advantage Dental and Community Entity are collaborating to provide dental hygiene services as set forth in this Agreement to Community Entity clients at the following locations:

1. 419 E. 7<sup>th</sup> Street, The Dalles, OR 97058
2. Arlington, United Methodist Church, 150 Hemlock St., Arlington, OR 97812
3. Condon, North Central ESD Early ED, 135 S Main St., Condon, OR 97823
4. Maupin Clinic, Deschutes Rim Health Clinic, 1605 George Jackson Rd., Maupin, OR 97037
5. Rufus Clinic, Rufus Community Center, 304W 2<sup>nd</sup> St., Rufus, OR 97050

**ADVANTAGE DENTAL** will:

- Confirm that all dental professionals performing services under this Agreement are appropriately licensed.
- Either maintain or require the dental professionals to maintain adequate professional liability insurance for the dental professionals and provide proof of insurance when requested.
- Provide dental hygiene services pursuant to this Agreement independent of Community Entity. It is understood Advantage Dental, its employees and volunteers are not employees of Community Entity. Advantage Dental shall provide proof, upon request, of Workers' Compensation insurance to cover Advantage Dental's dental professionals.
- Advantage Dental will provide Expanded Practice Permit dental hygienist(s) to deliver the dental hygiene services pursuant to this Agreement. Dental Hygienist shall retain responsibility for, professional judgment of, and exercise control over for all dental care provided to Community Entity clients. Dental hygiene services will include the following: oral health screenings, fluoride varnish treatments, sealants, oral hygiene instructions, and/or anticipatory dental hygiene guidance to Community Entity clients. It is anticipated that Advantage Dental will provide services for five (5) days per month at times and places to be mutually agreed to by both parties.
- Advantage Dental, at its expense, will provide dental hygiene and oral disease prevention supplies and equipment to include but shall not be limited to: fluoride varnish, gloves, and disinfectant wipes. Advantage Dental may also provide, subject to availability and at the discretion of Advantage Dental; toothbrushes, toothpaste, and floss.
- Advantage Dental, at its expense, will provide educational and anticipatory dental hygiene guidance pamphlets/brochures in both English and Spanish.
- Obtain Community Entity client signatures for consent-to-treat, when necessary, and any other documentation required in order to perform dental hygiene services prior to dental hygiene services being performed. Advantage Dental shall create, maintain and retain all clinical records of the dental hygiene service performed on each Community Entity client. Such information will only be shared with Community Entity in compliance with appropriate rules and regulations including HIPAA.

- Comply with the provisions of this Service Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules. Comply with all applicable rules and regulations regarding the security and confidentiality of patient health care information, including HIPAA.
- Assist Community Entity clients in obtaining dental follow-up services by referring them to a dentist, assisting them in making an appointment, and, if requested, giving them directions to the closest dental clinic.
- Advantage Dental will not seek compensation for services provided under this Agreement from Community Entity, provided, however Advantage Dental shall be permitted to report the performed dental hygiene services, (i.e. encounter data) to the Oregon Health Plan for those Community Entity clients who are Oregon Health Plan recipients assigned to Advantage Dental Services, LLC.

**Community Entity will:**

- Provide a site manager who will be responsible for all communication with Advantage Dental's Regional Manager/Community Liaison in order to facilitate the purpose of this Agreement.
- It is understood and agreed that Advantage Dental, while performing dental hygiene services pursuant to this Agreement, is at all times acting and performing as an independent contractor.
- Community Entity's site manager and Advantage Dental's Regional Manager/Community Liaison shall create a mutually agreed upon schedule for the on-site dental hygiene clinics. It is anticipated that Advantage Dental will provide services for five (5) days per month at times and places to be mutually agreed to by both parties.
- Community Entity's site manager or designee will schedule Community Entity's clients for the on-site dental hygiene services.
- Retain and maintain all Community Entity client records in a secure, on-site location, in compliance with state and federal regulations for a minimum of seven (7) years.
- Provide a safe working environment for Advantage Dental staff and volunteers.
- Provide the use of one (1) furnished office, clinic space or part of a conference room for the dental hygienist on the days and at times mutually agreeable to by both parties. In addition and to the extent needed, provide the reasonable use of Community Entity's office equipment, such as photocopier, fax machine and/or phone.
- Provide Spanish interpreter, as needed, in Community Entity's sole discretion, at Community Entity's expense.

**Business Associate Agreement** – Both parties agree to comply with all applicable rules and regulations regarding the security and confidentiality of patient health care information, including HIPAA. Community Entity represents and warrants that it is a covered entity as defined under HIPAA and for the purpose of PHI security, confidentiality and exchange for treatment, payment or healthcare services reasons. If Community Entity is not a covered entity as defined under HIPAA, Community Entity agrees to execute a Business Associate Agreement prior to any exchange of PHI between Advantage Dental and Community Entity.

**Indemnification** – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, the parties shall defend, indemnify and hold harmless each other, their agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the other party, for its employees, servants or agents.

**Entire Agreement** – This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.

**Assignment** – Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

**How Notices Shall Be Given** – Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party’s address as stated below:

- Advantage Dental: Tamara Kessler, General Counsel, 442 SW Umatilla Avenue, Suite 200, Redmond, OR 97756, (541) 504-3900.
- North Central Public Health District: Teri Thalhofer, RN, BSN, Director, 419 East Seventh Street, The Dalles, OR 97058, (541) 506-2600

**Governing Law and Venue** – Any dispute under this Agreement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.

**Severability** – If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.


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

**Force Majeure** – During the term of this Agreement there may be unforeseen circumstances such as inclement weather, or other *force majeure* events that may arise and may affect a party’s ability to perform under the terms of this Agreement. In the event of such unforeseen circumstances, the party unable to perform will contact the other party immediately and work on an alternative arrangement agreeable to both parties.

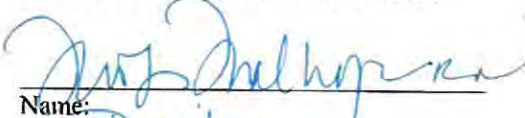
**Termination** -- Either party may terminate this Agreement after giving sixty (60) days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the sixty (60) day period after notice of intent to terminate without cause has been given. If either party is in breach of this agreement, the non-breaching party may terminate with cause upon 15 days’ notice to the breaching party.

This Agreement may be modified only by written amendment signed by both parties.


**Advantage Dental Clinics, LLC:**

  
\_\_\_\_\_  
R. Mike Shirtcliff, DMD  
President  
Date: 10/04/16


**North Central Public Health District:**

  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Its Director  
Date: 9/22/2016

**Advantage Dental Services, LLC**

  
\_\_\_\_\_  
R. Mike Shirtcliff, DMD  
President  
Date: 10/04/16

**Advantage Dental Group, PC**

  
\_\_\_\_\_  
R. Mike Shirtcliff, DMD  
President  
Date: 10/04/16

AFAXYS, INC.

GROUP PURCHASING PROGRAM MEMBERSHIP AGREEMENT

Effective Date: 7-7-16

"Member": NCPHD  
North Central Public Health District

This Group Purchasing Program Membership Agreement (this "**Agreement**") is entered into by and between Afaxys GPO Services, a division of Afaxys, Inc. ("**Afaxys GPO Services**") and the undersigned entity ("**Member**") as of the date set forth above (the "**Effective Date**"). Afaxys GPO Services and Member will each be referred to individually herein as a "**Party**" and together as the "**Parties**."

**Whereas**, one of the purposes of Afaxys GPO Services is to support the mission of health care providers and their ability to serve their clients with a broad range of affordable, high quality products and services (the "**Mission**");

**Whereas**, Afaxys GPO Services operates a group purchasing program (the "**Program**"), whereby it negotiates prices and terms for the purchase of necessary and appropriate products and services by those entities that choose, by executing this Agreement, to designate Afaxys GPO Services as their group purchasing organization ("**Members**"); and

**Whereas**, Member desires to retain Afaxys GPO Services as a group purchasing organization as of the Effective Date in accordance with the terms of this Agreement.

**Now, therefore**, Member and Afaxys GPO Services (the "**Parties**") hereby agree as follows:

**1. GROUP PURCHASING PROGRAM**

In operating the Program, Afaxys GPO Services will seek to ensure the consistent availability of a broad range of high quality, affordable products and services for Members, including products manufactured and/or distributed by Afaxys, Inc.'s pharmaceutical division.

**2. MEMBERSHIP**

Subject to the terms and conditions of this Agreement, Member hereby engages Afaxys GPO Services as its group purchasing organization ("**GPO**") to negotiate and enter into (i) purchase agreements ("**Supplier Contracts**") with vendors, including manufacturers, distributors, or other third parties (vendors who enter into Supplier Contracts are "**Suppliers**") and (ii) GPO participation agreements and other agreements (collectively, "**Third Party Contracts**") with third parties (including but not limited to other GPOs ("**Third Party Organizations**")), on behalf of Member on a non-exclusive basis, pursuant to which Member (i) will purchase products and services available under

those Supplier Contracts for use by Member on a non-exclusive basis and/or (ii) participate in other GPOs or arrangements under which Member may be able to gain access to services or purchase products and services from Suppliers with which Afaxys GPO Services does not have Supplier Contracts. Member hereby authorizes Afaxys GPO Services, as the authorized agent for Member and in its name, to: (i) negotiate the terms of and enter into Supplier Contracts and Third Party Contracts, and to cancel, amend or modify any Supplier Contracts or Third Party Contracts as it deems necessary, advisable or appropriate; (ii) receive from Suppliers, Third Party Organizations, distributors, and e-commerce companies, data relating to purchases of products and services under Supplier Contracts by Member and (iii) share in any administrative and other fees arising from any purchases made by Member pursuant to any Third Party Contract. Member hereby agrees to comply with, and be bound by, all the terms and conditions of the Supplier Contracts and Third Party Contracts (and any other contracts between Member and Supplier or Third Party Organization relating to the Supplier Contracts or Third Party Contracts, as the case may be), including, without limitation, payment terms, eligibility requirements, own use requirements, auditing provisions, liability provisions, and arbitration or other dispute resolution provisions. It is hereby acknowledged and agreed by the Parties that Afaxys GPO Services shall have the right, in its sole discretion, to select and approve Suppliers and Third Party Organizations under the Program. In the event that Member enters into a local agreement (a "Local Supplement") that includes additional terms that supplement the terms of a Supplier Contract, for purposes of Afaxys GPO Services' obligations under the Supplier Contract, Member will comply with the terms and conditions of that Local Supplement. For purposes of this Agreement, (i) the term Supplier shall also mean and include any supplier of a GPO with which Afaxys GPO Services has entered into a Third Party Contract in the form of a participation agreement on behalf of Member as authorized above, and (ii) the term Supplier Contract shall also mean and include such Supplier's Supplier Contract with such other GPO.

### 3. MEMBERSHIP ASSISTANCE

(a) GPO Services. Afaxys GPO Services shall furnish group purchasing organization services to Member, including, for example, assessing the needs of Members and their patients, identifying quality products, preparing requests for proposals, analyzing responsive bids and negotiating Supplier Contract terms on behalf of the Membership.

(b) Supplier Contracts. Afaxys GPO Services shall provide Member with a copy of all Supplier Contracts available for Member's participation ("**Active Supplier Contracts**") upon written request by Member. Active Supplier Contracts will be listed on the Afaxys GPO Services' website, which will be updated by Afaxys GPO Services from time to time. Afaxys GPO Services will facilitate processes for Member to notify Suppliers of decisions to participate in and purchase under Supplier Contracts. Prior to purchasing products and services that are available for purchase under Supplier Contracts directly from a Supplier under terms and conditions Member separately negotiates, Member will use its best efforts to provide Afaxys GPO Services with notice of these terms within thirty (30) days. Notwithstanding anything to the contrary herein, Member's participation in Supplier

Contracts shall be limited to the specific Supplier Contracts (and terms and conditions therein) offered to Member by Afaxys GPO Services and the applicable Supplier.

#### 4. CERTAIN OBLIGATIONS

(a) Contract Participation. Member will purchase products and services directly from the applicable Supplier or designated distributor or other third party under each Supplier Contract in which Member elects to participate, and will be solely responsible for product payments and compliance with all other obligations in Member's capacity as the purchaser under each such Supplier Contract. Accordingly, Member hereby releases and holds harmless Afaxys GPO Services from any liability or claims whatsoever with respect to such actions and obligations of Member and the Suppliers. **AFAXYS GPO SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH GOODS OR SERVICES TO BE PROVIDED BY A VENDOR HEREUNDER, WHETHER EXPRESS OR IMPLIED, AND INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AFAXYS GPO SERVICES MAKES NO GUARANTEES AS TO SATISFACTION WITH ANY VENDOR. IN NO EVENT SHALL AFAXYS GPO SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHERWISE.** The entire liability of Afaxys GPO Services for any action, claim or cause of action whatsoever, including without limitation, breach of contract, warranty, tort, negligence or any other legal theory, shall not exceed the administrative fees received by Afaxys GPO Services from Suppliers that resulted from Member's purchases under Supplier Contracts during the 12 month period immediately preceding the event of default. This provision will survive the termination of this Agreement.

(b) Non-Diversion/Own Use. Member hereby represents that every purchase of a product subject to the requirements of § 340B of the Public Health Services Act (a "340B Product") made by Member through any Supplier Contract shall be for Member's ultimate consumption or "Own Use," and not for resale, as defined in Abbot Labs v. Portland Retail Discount Druggist Association, Inc. (425 US 1, 1976), and its successor line of cases ("Own Use"). In furtherance, but not in limitation of, the foregoing, Member hereby agrees to the following regarding 340B Products at all times:

(i) Access to Supplier Contracts is limited solely to Members, and Member will use all products purchased under all Supplier Contracts in which Member participates solely for Member's own patients who meet all eligibility requirements under the Supplier Contract and all applicable Law (as defined below) (i.e. diversion is prohibited).

(ii) Member will not divert, deliver, transfer, distribute or sell any 340B Product purchased under any Supplier Contract to any wholesaler, distributor, or other person



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or entity without specific, written permission from Afaxys GPO Services and the applicable Supplier.

(iii) In the event Member fails to comply with the provisions of this Section 4(b), Member shall be liable for all losses or costs incurred by Afaxy GPO Services, the applicable Supplier, and any other applicable manufacturers and distributors, as a result of such failure, including but not limited to, the costs of lost sales or payments that the applicable Supplier and/or other manufacturer and distributor may need to pay to their respective partners on account of such failure.

(iv) Afaxys GPO Services may, without prejudice to any other rights or remedies available to Afaxys GPO Services at law or in equity, terminate this Agreement upon written notice to Member if Member fails to comply with the provisions of this Section 4(b) and require repayment by Member of any and all payments or benefits provided herein.

(v) Member shall immediately notify Afaxys GPO Services and the applicable Supplier in writing of any diversion, delivery, transfer, distribution or sale by Member of any 340B Product in violation of the provisions of this Section 4(b).

(c) Compliance With Law. During the term of this Agreement, each Party will comply with all applicable federal, state or local laws, rules, regulations, ordinances, orders, judgments, decrees or policies issued or promulgated by any judicial, governmental or regulatory authority (collectively, "Law") applicable to the conduct of each Party arising out of, or related to, this Agreement, including, but not limited to those Laws regarding (i) reimbursement under any state or federal governmental payment program, including but not limited to any state Medicaid program and the federal Medicare program; and (ii) engaging in any activities which are prohibited under federal Medicare and Medicaid statutes, 42 U.S. C. §§ 1320a-7, 1320a-7(a) and 1320a-7b, or the regulations promulgated pursuant to such statutes or related state or local statutes or regulations (including but not limited to the federal Anti-Kickback Statute); and (iii) Section 340B of the Public Health Service Act (42 U.S.C. § 340B(a)(4)).

(d) Records. Each Party to this Agreement will maintain all information related to its performance under this Agreement in a current, detailed, organized and comprehensive manner and in accordance with customary industry practice and applicable Law. Each Party will maintain such records in readily accessible form, for a period of at least six (6) years from the applicable service date, or to the extent required by applicable Law, whichever is longer. Upon Afaxys GPO giving Member reasonable notice, Member shall provide Afaxys GPO Services reasonable access to such records in order to assist Afaxys GPO Services' efforts to audit Suppliers.

(e) Confidentiality. Each Party shall hold all confidential and proprietary information, including but not limited to the terms of this Agreement and the proposed and actual Supplier Contract prices and terms and conditions, in confidence and shall not disclose such information to any person or entity without the prior written consent of the other Party; provided, however, that, subject to any applicable provisions in the Supplier Contracts

restricting the disclosure of confidential information, the foregoing shall not apply to information which (i) is generally available to the public, (ii) becomes available on a non-confidential basis from a source other than the other Party which source was not itself bound by a confidentiality agreement, (iii) is required to be disclosed by Law, or (iv) is required by any formal investigation or audit by any governmental or regulatory authority. The non-disclosing Party shall be entitled to injunctive relief to prevent a breach or threatened breach of this Section, in addition to all other remedies that may be available. Each Party shall use confidential and proprietary information solely for that Party's performance of this Agreement, and upon the termination of this Agreement, or at the request of the other Party, will return all materials containing any portion of the confidential and proprietary information. This Section shall survive termination or suspension of this Agreement.

(f) Indemnification.

(i) Member shall indemnify, defend and hold harmless Afaxys GPO Services, and its shareholders, directors, officers, agents, affiliates, employees, successors and assigns from and against any and all losses, claims, liabilities, shareholders, lawsuits, costs, damages, and expenses whatsoever, including reasonable attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by or attributable to: (a) the breach by Member of any Member representation, warranty, covenant or obligation set forth in this Agreement; (b) any intentional or negligent act or omission by Member, its employees, contractors or agents in the performance of this Agreement; or (c) any violation by Member of any applicable Law.

(ii) Afaxys GPO Services shall indemnify, defend and hold harmless Member, and its shareholders, directors, officers, agents, affiliates, employees, successors and assigns from and against any and all losses, claims, liabilities, shareholders, lawsuits, costs, damages, and expenses whatsoever, including reasonable attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by or attributable to: (a) the breach by Afaxys GPO Services of any Afaxys GPO Services representation, warranty, covenant or obligation set forth in this Agreement; (b) any intentional or negligent act or omission by Afaxys GPO Services, its employees, contractors or agents in the performance of this Agreement; or (c) any violation by Afaxys GPO Services of any applicable Law.

(g) Additional Obligations/Policies. In order to ensure effective business operations and outcomes for Afaxys GPO Services and Member, Member agrees that in addition to the terms and conditions contained in this Agreement, it shall also comply with all Afaxys GPO Services' standard operating procedures that are applicable to their obligations as a Member and policies established and in effect from time to time and either provided to Member or posted on the Afaxys GPO Services website (collectively, the "Policies"). Member understands and agrees that compliance with the Policies is essential to the success of the Program, and therefore, failure to comply shall constitute a material breach of this Agreement and grounds for termination. Member and Afaxys GPO Services acknowledge that Afaxys GPO may, from time to time, amend or add to the Policies by providing Members or posting on the Afaxys GPO Services website such amendments or additions to the Policies in which event this Agreement shall be deemed automatically amended to include any such amendments or additions. Notwithstanding the foregoing, Afaxys GPO will provide

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Member with any such amendment or addition within a reasonable time prior to the effective date of the amendment or addition. In furtherance, but not in limitation, of the foregoing:

(i) Afaxys GPO may request no more often than quarterly that Member provide Afaxys GPO Services with Member's historical purchasing data for the previous six (6) months and the projected purchasing requirements for the next twelve (12) months as requested by Afaxys GPO Services. Member will use its best efforts to provide this information no later than thirty (30) days after the date of the request. Subject to any applicable confidentiality agreement, such historical purchasing transaction data will include data related to purchases of Supplier products and services both under and not under Supplier Contracts.

(ii) Member shall use its best efforts to provide, within thirty (30) days of a request by Afaxys GPO Services, forecasts for Member's purchasing needs for each selected Supplier Contract.

(iii) In order to protect against non-Members purchasing through Supplier Contracts, Member will provide Afaxys GPO Services with accurate and current data on all of its sites to which Member expects delivery of products purchased under Supplier Contracts, and Member will provide Afaxys GPO Services with updated data in advance of any change to such data. Data provided shall include the title of the person responsible at the Member for the ordering of products and services under a Supplier Contract, main address, main telephone number of the location of the person responsible, basis for eligibility for 340B Products, and any additional information reasonably requested. No product will be shipped to any "Ship To" address that has not been prior-identified by Member.

(iv) Subject to any applicable confidentiality agreement, Member agrees to use its best efforts to provide Afaxys GPO Services pricing information and other terms offered to Member outside of Supplier Contracts by Suppliers, distributors, group purchasing organizations, or other third parties for Supplier products and services.

(v) Member shall utilize best efforts to provide Afaxys GPO Services with a complete response to any reasonable survey request provided to Member by Afaxys GPO Services within thirty (30) days of a request by Afaxys GPO Services.

(vi) Member shall appoint a designated representative, by name and title (the "Representative"), with whom Afaxys GPO Services' employees or agents may confer regarding matters of operations pursuant to the Agreement and who will be responsible for responding to requests from, and providing information to, Afaxys GPO Services, and maintaining a current roster of Member contacts in the Customer Relationship Manager software system on the Afaxys GPO Services website. The contact information of the Representative shall be as set forth below, which shall be updated by Member upon written notice to Afaxys GPO Services.

TITLE *Grace Anderson, RN*  
PHONE *511-506-2600*

(h) Member Representations. Throughout the terms of this Agreement Member agrees to the following: (i) to comply with all terms and conditions of this Agreement, (ii) to comply with all terms and conditions of the Supplier Contracts, including without limitation, payment terms, eligibility requirements, own use requirements, liability provisions, and arbitration of dispute requirements, (iii) to remain duly licensed under applicable state law to engage in Member's business, and certified to participate in the Medicare and Medicaid programs; (iv) to comply with all Laws applicable to its performance under this Agreement; and (v) to execute separate agreements or acknowledgements as requested by Afaxys GPO Services or any particular Supplier evidencing Member's agreement to comply with the terms of the relevant Supplier Contracts.

## 5. CERTAIN FINANCIAL MATTERS

(a) Administrative Fees. Afaxys GPO Services is a "group purchasing organization" that is structured to comply with the requirements of the "safe harbor" regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). Afaxys GPO Services shall have the right to receive an administrative fee formulated in the manner set forth in Section 5(b) below.

(b) Administrative Fees Paid by Suppliers. At its option, Afaxys GPO Services may charge a Supplier an administrative fee, but only in accordance with the following:

(i) Afaxys GPO Services may receive from a Supplier of medical products or services a fee equal to three percent (3%) or less of the purchase price of the products or services sold to all Members (including Member) under the applicable Supplier Contract (the "**Basic Fee**"). Notwithstanding the foregoing, the Basic Fee for Suppliers of nonmedical products or services identified by Afaxys GPO Services to Member pursuant to a written notice and/or on the Afaxys GPO Services website may be equal to, or may be in the form of a service with a value equal to, ten percent (10%) or less of the purchase price of the products or services sold to Members under the applicable Supplier Contract.

(ii) In lieu of the Basic Fee, Afaxys GPO Services may receive from a Supplier a fixed amount other than the Basic Fee (the "**Fixed Fee**"). A Fixed Fee may be either a fixed sum or a fixed percentage of the value of purchases made from such Supplier by Members (including member) under the applicable Supplier Contract. If Afaxys GPO Services charges a Supplier a Fixed Fee, such Fixed Fee will be stated in a written notice furnished to Member. If the specific amount of a Fixed Fee is not known by Afaxys GPO Services, Afaxys GPO Services may instead list a maximum amount in the notice. All notices provided to Member pursuant to this Section 5(b)(ii) shall be deemed an amendment to this Agreement and incorporated herein by reference without the need for any further action of the Parties.

(iii) Afaxys GPO Services will disclose to Member in writing at least annually, and to the Secretary of the United States Department of Health and Human Services upon his or her request, the amount it received from each Supplier with respect to purchases made by or on behalf of Member. This provision will survive termination of this Agreement.

(iv) Attached hereto as Exhibit A is a copy of 42 C.F.R. § 1001.952(h), the discount “safe harbor” regulation of the federal Anti-Kickback Statute 42 U.S.C. § 1320a-7b(b). With respect to its purchases under Supplier Contracts or Supplier rebates it receives from Afaxys GPO Services or directly from Suppliers, Member agrees to comply with the terms of § 1001.952(h)(1), as it may be amended from time to time, and acknowledges notice of this regulation’s reporting and information provision obligations. This provision will survive termination of this Agreement.

(c) Other Fees Paid By Suppliers. At its option, Afaxys GPO Services may charge a Supplier fees in addition to the administrative fees described in Section 5(b) of this Agreement, for marketing or other services rendered by Afaxys GPO Services that are separate and distinct from group purchasing services hereunder.

## 6. DATA PROVISION AND ANALYSIS

Afaxys GPO Services shall be the exclusive owner of the compilation of pricing data related to Supplier products and services. Subject to any applicable confidentiality agreement, Member hereby authorizes Afaxys GPO Services to have access to Member’s purchasing transaction data, whether through or from Suppliers, distributors, group purchasing organizations or any business-to-business e-commerce companies through which orders for Supplier products and services are placed by Member. Member further authorizes Afaxys GPO Services to provide such purchasing transaction data to Suppliers for the purposes of improving product and service offerings available for purchase under a Supplier Contract, provided no portion of the data contains any patient health information the disclosure of which would violate applicable Law. In addition, Member hereby authorizes Afaxys GPO Services to aggregate Member purchasing transaction data with purchasing transaction data from other Members of Afaxys GPO Services for statistical analysis and other similar purposes.

## 7. TERM AND TERMINATION

(a) Term. The term of this Agreement will commence on the Effective Date and shall remain in effect for two (2) years thereafter (the “**Initial Term**”), unless terminated earlier under the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms (each, a “**Renewal Term**”). Either Party may terminate this Agreement at the end of the Initial Term and at the end of each Renewal Term upon no less than ninety (90) days prior written notice.

(b) Breach. If a Party to this Agreement commits a material breach of this Agreement or a Supplier Contract, the non-breaching Party will be entitled to terminate this Agreement in accordance with the following: (i) the non-breaching Party will give the breaching Party written notice of such breach; (ii) the breaching Party will have thirty (30) days from the receipt of such notice to cure such breach; and (iii) in the event the breaching Party fails to cure such breach, the non-breaching Party will be entitled to terminate the Agreement as of the end of such thirty (30) day period. Provided, however, if the non-breaching Party determines in its reasonable discretion that the breach is not curable, then the non-breaching Party may terminate the Agreement any time after giving written notice.

(c) Failure to be a Public Health Provider; Diversion. In the event that Afaxys GPO Services determines, in its sole discretion, that Member is not a public health provider or is in breach of the provisions of Section 4(b) above with respect to Diversion/Own Use, Afaxys GPO Services shall have the right, in its sole discretion, to immediately terminate this Agreement upon written notice to Member.

(d) Detrimental to Afaxys GPO Services or Members. Afaxys GPO Services may terminate this Agreement upon giving the Member written notice thirty (30) days in advance if it determines, in its sole discretion, that continuation of this Agreement may be detrimental to the operations of Afaxys GPO Services or the other Members. During such thirty (30) day period, Member may attempt to cure such detriment to Afaxys GPO's sole discretion; provided however, such termination shall be effective immediately if in Afaxys GPO's reasonable determination that no such cure is available in its sole discretion.

(e) Suspension. In lieu of termination, Afaxys GPO Services may suspend the operation of this Agreement at any time upon the occurrence of any of the events giving rise to Afaxys GPO Services' right to terminate this Agreement pursuant to this Section 7 or upon Afaxys GPO Services' determination, in its sole discretion, that there is probable cause to believe that any of such events may have occurred. Afaxys GPO may reinstate any such suspended agreement in its sole discretion, provided that Afaxys GPO gives the Member written notice of reinstatement at least thirty (30) days in advance.

## 8. DISPUTE RESOLUTION

### (a) Certain Definitions.

(i) "Disputed Matter" means, at any time, each matter specified in a Notice of Dispute which has not been resolved by the Disputing Party and the Other Party to the Dispute at such time.

(ii) "Disputing Party" means any of Afaxys GPO Services or Member which has issued a Notice of Dispute.

(iii) "Notice of Dispute" means a notice in writing delivered in accordance with this Section 8 by any Disputing Party to the Other Party to the Dispute stating that such

Disputing Party wishes to utilize the provisions of this Section 8, and specifying in reasonable detail the nature and basis of the Disputed Matter which is the subject of such notice.

(iv) "Other Party to the Dispute" means either of Afaxys GPO Services or Member to which the Disputing Party has issued a Notice of Dispute.

(b) General. Except as provided in Paragraph (e) of this Section 8, any dispute arising under this Agreement shall be resolved by arbitration in accordance with the provisions of this Section 8. This procedure shall apply except in cases presenting extreme urgency in which a Party may seek other appropriate preliminary, injunctive or extraordinary legal or equitable relief in accordance with the provisions of Paragraph (e) of this Section 8. This Section 8 shall survive termination of this Agreement.

(c) Resolution of Disputes. The Disputing Party and the Other Party to the Dispute shall attempt, in good faith, to resolve any Disputed Matter for a period of twenty (20) business days following the Disputing Party's delivery of a Notice of Dispute to the Other Party to the Dispute. If, at the end of such twenty (20) day period, the Disputing Party and the Other Party to the Dispute have been unable to resolve such Disputed Matter, then such Disputed Matter shall be submitted to an arbitrator mutually acceptable to Afaxys GPO Services and Member (the "Arbitrator") and finally settled by arbitration in Charleston, South Carolina pursuant to the then-prevailing rules of the American Arbitration Association. If Afaxys GPO Services and Member are unable to mutually agree upon an Arbitrator, such Arbitrator shall be selected by the American Arbitration Association. The Arbitrator shall consider only the Disputed Matter. The Arbitrator shall have access to all necessary accounting and other records as well as the physical facilities of the parties that may be requested by the Arbitrator from time to time. The Arbitrator shall apply the standards specified in this Agreement in determining the Disputed Matter submitted thereto.

(d) Decision of Arbitrator Final. The decision of the Arbitrator pursuant to this Section 8 shall be final and binding upon the Parties hereto with respect to any Disputed Matter, and judgment upon such decision may be entered in the U.S. District Court for the District of Delaware. The fees and expenses of the Arbitrator incurred in connection with the review and determination of any Disputed Matter and the aggregate legal and accounting fees incurred by the parties in connection with the arbitration shall be borne by the non-prevailing party to such arbitration as determined by the Arbitrator.

(e) Exception. Notwithstanding anything to the contrary set forth herein, neither Afaxys GPO Services nor Member shall arbitrate any dispute concerning any provision which specifically requires or allows a proceeding other than arbitration. It is hereby agreed that the sole and exclusive forum for any claim, demand, action, suit or proceeding related to the provisions of this Agreement which specifically requires or allows a proceeding other than arbitration (including but not limited to the proceeding permitted under Section 4(e) hereof and any other claim, demand, action, suit or proceeding for preliminary, injunctive or extraordinary legal or equitable relief), will be the U.S. District Court for the District of Delaware. Afaxys GPO Services and Member unconditionally and irrevocably agree not to bring any claim, demand, action, suit or proceeding related to provisions of this Agreement

which specifically requires or allows a proceeding other than arbitration (including but not limited to any claim, demand, action, suit or proceeding for preliminary, injunctive or extraordinary legal or equitable relief), in any other forum and not to plead or otherwise attempt to defeat the trial of such a matter in such court, whether by asserting that such court is an inconvenient forum, lacks jurisdiction (personal or other) or otherwise. EACH PARTY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY LAW ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY RECOGNIZES THAT IT IS NOT ENTITLED TO TRIAL BY JURY. In the event any party elects to incur legal expenses in connection with any legal or equitable proceeding to enforce, defend or interpret any provision of this Agreement pursuant to this Section 8, as between it and any other party, the prevailing party will be entitled to recover from the other party such legal expenses, including reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

(f) Supplier Disputes. Member shall comply with the terms and conditions governing arbitration and dispute resolution in the Supplier Contracts. Member shall make good faith efforts to notify and consult with Afaxys GPO Services prior to initiating any legal action or other formal dispute with a Supplier.

## 9. MISCELLANEOUS

(a) Governing Law. This Agreement will be construed and interpreted solely in accordance with the laws of the state of Delaware and the United States of America, without regard to its conflicts of laws principles.

(b) Notices. Any notice required or permitted to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by facsimile (with a positive confirmation report), hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to the Parties at the following addresses:

To Afaxys GPO Services: Afaxys, Inc.  
Afaxys GPO Services Division  
P.O. Box 20158  
Charleston, SC 29413  
Attn: Todd Rodeheaver  
Facsimile No: (843) 577-7735

with a copy to: Ober, Kaler, Grimes & Shriver, P.C.  
1401 H ST, N.W.  
Suite 500  
Washington, DC 20005  
Attn: Robert D. Clark, Esq.  
Facsimile No: (202) 326-5039



To Member:

NCPHD  
419 E 7th St.  
The Dalles, OR 97058  
 Attn: Kathi Hall  
 Facsimile No: 541-506-2601

Any Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section. Notices hereunder shall be deemed to have been given and shall be effective upon actual receipt by the other Party.

(c) Relationship of the Parties. This Agreement does not create any franchise, joint venture, partnership or other similar legal relationship between Afaxys GPO Services and Member. No Party has the authority to bind or act on behalf of the other Party except as otherwise specifically stated herein. There are no third party beneficiaries of or to this Agreement.

(d) Assignment. Neither Party hereto may assign this Agreement or assign, transfer, or delegate rights or obligations under this Agreement, without the other Party's prior written consent, provided, however, that Afaxys GPO Services may freely assign this Agreement to any affiliate, subsidiary, parent or commonly-controlled entity of Afaxys without the consent of Member.

(e) Exclusion. Each Party hereby represents and warrants to the other that (i) it is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. § 1320a 7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in the Party being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and each Party shall immediately notify the other of any change in the status of the representations and warranties set forth in this Section (the "Exclusion Notice").

(f) Remedies for Section 9(e). The following remedies are intended to be non-exclusive remedies for the following events:

(i) Any breach of Section 9(e)(i) by a Party shall give the other Party the right to terminate this Agreement immediately for cause.

(ii) Any failure by a Party to provide the Exclusion Notice to the other Party shall give the other Party the right to terminate this Agreement immediately for cause.

(iii) Any breach by a Party of the representations and warrants in Section 9(e)(ii) or Section 9(e)(iii) is a material breach of this Agreement and the Agreement is terminable pursuant to Section 7(b) under the other Party's reasonable discretion.

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(g) Force Majeure. The obligations of the Parties to perform under this Agreement will be excused during each period of delay caused by acts of God, by shortage of power or materials, by government orders or by other events that are beyond the reasonable control of the Party obligated to perform.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

(i) Entire Agreement. Upon the Effective Date of this Agreement as set forth above, any previous membership agreement with respect to the subject matter hereof entered into by the Parties is hereby deemed null and void. This Agreement, including the exhibits and attachments hereto, constitute the entire understanding and agreement between Member and Afaxys GPO Services concerning the subject matter hereof, and supersede all prior negotiations, agreements and understanding among the Parties, whether oral or in writing, concerning the subject matter hereof.

(j) Electronic Signage. Any signature transmitted by facsimile, e-mail, or other electronic means shall be deemed to be an original signature.

**AGREED TO;**

**AFAXYS, INC.**

By: 

Its: CFO

**MEMBER: North Central Public Health District**

By: 

Its: Director

EXHIBIT A

Federal Anti-Kickback Law's Discount Safe Harbor

42 C.F.R. § 1001.952(h)

(h) Discounts. As used in section 1128B of the Act, "remuneration" does not include a discount, as defined in paragraph (h)(5) of this section, on an item or service for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs for a buyer as long as the buyer complies with the applicable standards of paragraph (h)(1) of this section; a seller as long as the seller complies with the applicable standards of paragraph (h)(2) of this section; and an offeror of a discount who is not a seller under paragraph (h)(2) of this section so long as such offeror complies with the applicable standards of paragraph (h)(3) of this section.

(1) With respect to the following three categories of buyers, the buyer must comply with all of the applicable standards within one of the three following categories--

(i) If the buyer is an entity which is a health maintenance organization (HMO) or a competitive medical plan (CMP) acting in accordance with a risk contract under section 1876(g) or 1903(m) of the Act, or under another State health care program, it need not report the discount except as otherwise may be required under the risk contract.

(ii) If the buyer is an entity which reports its costs on a cost report required by the Department or a State health care program, it must comply with all of the following four standards—

(A) The discount must be earned based on purchases of that same good or service bought within a single fiscal year of the buyer;

(B) The buyer must claim the benefit of the discount in the fiscal year in which the discount is earned or the following year;

(C) The buyer must fully and accurately report the discount in the applicable cost report; and

(D) the buyer must provide, upon request by the Secretary or a State agency, information provided by the seller as specified in paragraph (h)(2)(ii) of this section, or information provided by the offeror as specified in paragraph (h)(3)(ii) of this section.

(iii) If the buyer is an individual or entity in whose name a claim or request for payment is submitted for the discounted item or service and payment may be made, in whole or in part, under Medicare, Medicaid or other Federal health care programs (not including individuals or entities defined as buyers in paragraph (h)(1)(i) or (h)(1)(ii) of this section), the buyer must comply with both of the following standards--

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(A) The discount must be made at the time of the sale of the good or service or the terms of the rebate must be fixed and disclosed in writing to the buyer at the time of the initial sale of the good or service; and

(B) the buyer (if submitting the claim) must provide, upon request by the Secretary or a State agency, information provided by the seller as specified in paragraph (h)(2)(iii)(B) of this section, or information provided by the offeror as specified in paragraph (h)(3)(iii)(A) of this section.

(2) The seller is an individual or entity that supplies an item or service for which payment may be made, in whole or in part, under Medicare, Medicaid or other Federal health care programs to the buyer and who permits a discount to be taken off the buyer's purchase price. The seller must comply with all of the applicable standards within one of the following three categories--

(i) If the buyer is an entity which is an HMO a CMP acting in accordance with a risk contract under section 1876(g) or 1903(m) of the Act, or under another State health care program, the seller need not report the discount to the buyer for purposes of this provision.

(ii) If the buyer is an entity that reports its costs on a cost report required by the Department or a State agency, the seller must comply with either of the following two standards--

(A) Where a discount is required to be reported to Medicare or a State health care program under paragraph (h)(1) of this section, the seller must fully and accurately report such discount on the invoice, coupon or statement submitted to the buyer; inform the buyer in a manner that is reasonably calculated to give notice to the buyer of its obligations to report such discount and to provide information upon request under paragraph (h)(1) of this section; and refrain from doing anything that would impede the buyer from meeting its obligations under this paragraph; or

(B) Where the value of the discount is not known at the time of sale, the seller must fully and accurately report the existence of a discount program on the invoice, coupon or statement submitted to the buyer; inform the buyer in a manner reasonably calculated to give notice to the buyer of its obligations to report such discount and to provide information upon request under paragraph (h)(1) of this section; when the value of the discount becomes known, provide the buyer with documentation of the calculation of the discount identifying the specific goods or services purchased to which the discount will be applied; and refrain from doing anything which would impede the buyer from meeting its obligations under this paragraph.

(iii) If the buyer is an individual or entity not included in paragraph (h)(2)(i) or (h)(2)(ii) of this section, the seller must comply with either of the following two standards--

(A) Where the seller submits a claim or request for payment on behalf of the buyer and the item or service is separately claimed, the seller must provide, upon request by the Secretary or

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a State agency, information provided by the offeror as specified in paragraph (h)(3)(iii)(A) of this section; or

(B) Where the buyer submits a claim, the seller must fully and accurately report such discount on the invoice, coupon or statement submitted to the buyer; inform the buyer in a manner reasonably calculated to give notice to the buyer of its obligations to report such discount and to provide information upon request under paragraph (h)(1) of this section; and refrain from doing anything that would impede the buyer from meeting its obligations under this paragraph.

(3) The offeror of a discount is an individual or entity who is not a seller under paragraph (h)(2) of this section, but promotes the purchase of an item or service by a buyer under paragraph (h)(1) of this section at a reduced price for which payment may be made, in whole or in part, under Medicare, Medicaid or other Federal health care programs. The offeror must comply with all of the applicable standards within the following three categories--

(i) If the buyer is an entity which is an HMO or a CMP acting in accordance with a risk contract under section 1876(g) or 1903(m) of the Act, or under another State health care program, the offeror need not report the discount to the buyer for purposes of this provision.

(ii) If the buyer is an entity that reports its costs on a cost report required by the Department or a State agency, the offeror must comply with the following two standards-

(A) The offeror must inform the buyer in a manner reasonably calculated to give notice to the buyer of its obligations to report such a discount and to provide information upon request under paragraph (h)(1) of this section; and

(B) The offeror of the discount must refrain from doing anything that would impede the buyer's ability to meet its obligations under this paragraph.

(iii) If the buyer is an individual or entity in whose name a request for payment is submitted for the discounted item or service and payment may be made, in whole or in part, under Medicare, Medicaid or other Federal health care programs (not including individuals or entities defined as buyers in paragraph (h)(1)(i) or (h)(1)(ii) of this section), the offeror must comply with the following two standards--

(A) The offeror must inform the individual or entity submitting the claim or request for payment in a manner reasonably calculated to give notice to the individual or entity of its obligations to report such a discount and to provide information upon request under paragraphs (h)(1) and (h)(2) of this section; and

(B) The offeror of the discount must refrain from doing anything that would impede the buyer's or seller's ability to meet its obligations under this paragraph.

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(4) For purposes of this paragraph, a rebate is any discount the terms of which are fixed and disclosed in writing to the buyer at the time of the initial purchase to which the discount applies, but which is not given at the time of sale.

(5) For purposes of this paragraph, the term discount means a reduction in the amount a buyer (who buys either directly or through a wholesaler or a group purchasing organization) is charged for an item or service based on an arms-length transaction. The term discount does not include--

(i) Cash payment or cash equivalents (except that rebates as defined in paragraph (h)(4) of this section may be in the form of a check);

(ii) Supplying one good or service without charge or at a reduced charge to induce the purchase of a different good or service, unless the goods and services are reimbursed by the same Federal health care program using the same methodology and the reduced charge is fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology;

(iii) A reduction in price applicable to one payer but not to Medicare, Medicaid or other Federal health care programs;

(iv) A routine reduction or waiver of any coinsurance or deductible amount owed by a program beneficiary;

(v) Warranties;

(vi) Services provided in accordance with a personal or management services contract; or

(vii) Other remuneration, in cash or in kind, not explicitly described in paragraph (h)(5) of this section.

**AmeriCorps VISTA / Oregon Public Health Partnership Project**  
**Host Site Agreement**  
**2016–2017 Spring Team**

This Agreement is between the Oregon Health Authority-Public Health Division, sponsor of the AmeriCorps VISTA/Oregon Public Health Partnership Project (hereinafter referred to as the "Project") and North Central Public Health District (hereinafter referred to as the "Host Site"). The Project, through its partnership with the Corporation for National and Community Service (hereinafter referred to as "CNCS"), with the assistance and acceptance of the Host Site will assign AmeriCorps VISTA member(s) (hereinafter referred to as the "Member") to the Host Site for the purpose of performing service to strengthen and supplement efforts to strengthen the Healthy Communities programs within the Local Public Health Departments and partner organizations.

This Agreement is in effect for the one year period starting on August 26, 2016, and is based on an approved project application, submitted by the Host Site, which provides for the service activities that will be performed by the Member. The approved project application is incorporated into this Agreement by reference.

**1. CNCS RESPONSIBILITIES**

1. Provide Pre-Service Orientation for all Members before Service begins an In-Service Training (IST) opportunity later in the service period.
2. Provide Members, who so request, with a health benefits plan during the service period.
3. Provide Members with child care benefits if the Member qualifies for such coverage during the service period.
4. Provide Members with a post-service educational award of \$5,775 OR a \$1,500 post-service stipend at the successful completion of the service period.
5. Provide Members with a bi-weekly stipend of \$11,676 for the year. These are divided into payments every two weeks over a 26-week period.
6. Provide Members for physically relocating over 50 miles for a service placement with a relocation allowance of up to \$550. A member will also receive a baggage and travel allowance, based on direct mileage between his/her home of record and site, of \$0.24 per mile, rounded down to the nearest hundred miles, not to exceed \$1000.
7. Student loan forbearance or deferment while in service.

**2. PROJECT'S RESPONSIBILITIES**

1. Provide Host Site with help in the recruitment, screening and selection of applicants.
2. Provide extensive training and orientation for the Members before placement at the Host Site. This training will include key topics such as healthy people expansion project overview, wellness initiatives overview, public health overview, chronic diseases, accreditation, leadership skills, meeting facilitation and computer-based training that may be important for the OHA VISTA Partnership Project.
3. Provide Host Sites with training materials including participant manuals.
4. Provide transportation reimbursement for Members when travelling for official state training, service projects or meetings.

### 3. THE HOST SITE'S RESPONSIBILITIES

#### A. The Host Site agrees to:

1. Provide a cash match of \$16,000 for funding of the VISTA member.
2. Assign a supervisor for the Member.
3. Provide the Member with administrative support, which includes, but is not limited to: office space and equipment, class materials, use of a copier, e-mail, telephone, and fax machine.
4. Require that each assigned Member activity is in compliance with all Federal laws and regulations described in sections 4, 5 and 7 of this agreement.
5. Submit Member Performance Reviews during a Site Visit after the 6th month of the term of service and a final evaluation at the end of the term of service. These reviews must indicate the service activities performed by the Member, how well the Member performs their duties, and the impact of the Member's service on the Program and community served.
6. Allow the Member time to attend Project-sponsored training and service events.
7. Assist the Member by:
  - a. introducing the Member to community partners with whom the local health department or sponsoring agency works.
  - b. establishing and promoting the role of the Member to local health department or sponsoring agency and partners.
  - c. providing orientation and in-service training when appropriate.
8. Make every reasonable effort to ensure that the health and safety of the Member is protected during the performance of their assigned duties. The Host Site will make every reasonable effort not to assign or require the Member to perform duties which would jeopardize their safety or cause them to sustain injuries.
9. Immediately inform the Project Supervisor, who will contact CNCS, of any conduct by the Member which undermines their effectiveness or interferes with their ability to perform, such as resignations, arrests, excessive or unexcused absences, hospitalizations, poor service performance, or being under the influence of alcohol and drugs.
10. Maintain records and make reports and investigations concerning matters involving the Member as the Project may require. The Host Site agrees to retain such records for a period of five years after the completion or termination of the Member placement and to provide access to such records to the Program.
11. Certify that the Member served the hours listed and performed program activities during the hours listed on the monthly Service Report.
12. Ensure that the Member's work is consistent with the program's mission and position description.
13. Host Site Supervisor will agree to attend the State AmeriCorps VISTA Supervisor training on an agreed upon date.
14. Ensure that the Member's work is not displacing paid employees' work duties.
15. Allow AmeriCorps VISTA members to participate in any organized Days of Service, e.g., 9/11 National Service Day, Martin Luther King Jr. Holiday, César Chávez Day and National Volunteer Week (in April) or state training/ VISTA in person monthly meetings.



- B. If the Host Site is not satisfied with the Member's performance, the Site may request in writing to the Project Supervisor, who will contact CNCS, that the Member be removed from their placement, in accordance with CNCS policies and procedures, by indicating and documenting the reasons for such a removal.
- C. The Host Site agrees that the Member will not engage or participate in the following activities on AmeriCorps VISTA time:
1. Serving as an administrative or executive assistant to any staff member, Host Site, or its affiliates.
  2. Engaging in political activities such as lobbying or advocacy.
  3. Activities intended to influence legislation.
  4. Organizing protests, petitions, boycotts, or strikes.
  5. Engaging in partisan political activities or any activities designed to influence the outcome of an election to any public office.
  6. Providing a direct service for any for-profit organizations.
  7. Labor or anti-labor organization or related activities.
  8. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
- D. The Host Site further agrees not to:
1. Assign the Member to activities that would result in the displacement of an employee, including partial displacement such as a reduction of hours, wages, or employment benefits.
  2. Accept compensation for the Member's service.

#### **4. NONDISCRIMINATION**

The Host Site will not discriminate against a participant or staff member in its project because of race, color, national origin, sex, political affiliation, and/or disability if the participant or member is a qualified individual with a disability.

#### **5. SEXUAL HARRASSMENT**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Host Site, depending on the circumstances is responsible for ensuring compliance with the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Any such harassment issues must be immediately brought to the attention of the Project Supervisor, who will work with CNCS and the Host Site to resolve any such issues. Such sexual harassment violations include:

- (1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual service benefits, regardless of whether the Host Site, its agents or supervisory employees should have known of the acts,
- (2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating intimidating, hostile or offensive service environment.
- (3) Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Host Site, its agents or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

## 6. DELEGATION

The Host Site will not delegate or assign any of its obligations or duties stated in this Agreement.

## 7. SUPPLEMENTAL PAYMENTS PROHIBITED

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit Members to live at or below the economic level of the persons served, as required by law. Host Sites are strictly prohibited from supplementing these allowances and must assure that others, such as partner organizations do not do so.

## 8. AMENDMENTS

~~This document may be amended by an agreement in writing executed by authorized representatives of the Host Site and the Project.~~

## 9. TERMINATION

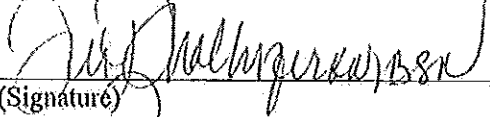
A. This Agreement can be terminated:

1. By mutual agreement of the parties; or
2. By either party giving 30 days written notice prior to the effective date of the termination.

B. The Program may, with 5 days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into such agreements.

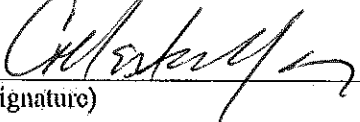
### HOST SITE AUTHORIZED OFFICIAL

  
(Signature)

Name: Jen L. Thalhoffer, RN, BSN

Title: Director

### SPONSOR AUTHORIZED OFFICIAL

  
(Signature)

Name: Collette Young

Title: Administrator  
Center for Public Health Practice  
Public Health Division  
Oregon Health Authority

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #15-244 effective November 2, 2015, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and North Central Public Health District.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Section 1: Section 1 is hereby amended as follows:

**Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on *[September 30, 2016]* **September 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Exhibit A: The Budget is hereby amended as follows:

**II. Budget**

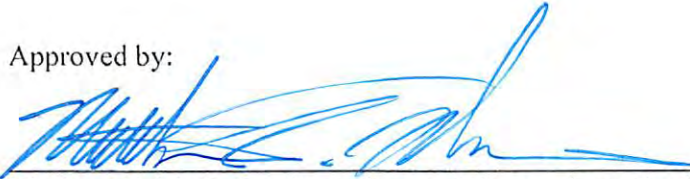
CBRNE Incident Response Vehicle	\$5,500	
CBRNE Logistic Support Equipment	\$8,850	
CBRNE Operational Search & Rescue	\$4,058	
Medical	<i>[\$1,160]</i>	<b><u>\$2,588</u></b>
Power Equipment	\$1,100	
Other Authorized Equipment	\$100	
Training	<i>[\$2,838]</i>	<b><u>\$1,410</u></b>
<b>Total</b>	<b>\$23,606</b>	<b>\$23,606</b>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

SIGNATURE PAGE TO FOLLOW

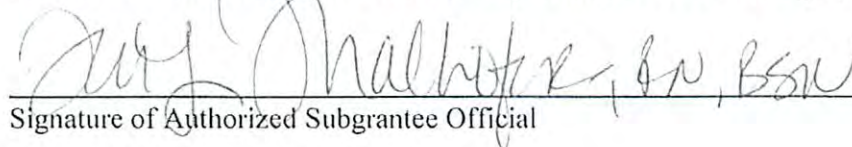
Approved by:



9/13/16

Matthew T. Marheine, Operations and Preparedness Section Manager, OEM

Date



9/9/2016

Signature of Authorized Subgrantee Official

Date

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

**Agreement #148025**

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

This Seventh 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 Gilliam, Wasco, and Sherman Counties, acting by and through its North Central Public Health District (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

**RECITALS**

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

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

WHEREAS, OHA 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 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. 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.

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

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: Lillian Shirley  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: 8/29/16

GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH ITS NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

By: Jeri L. Thalhofer  
Name: Jeri L. Thalhofer, RN, BSN  
Title: Director  
Date: 8/10/2016

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: Karen Slothower  
Name: Karen Slothower (or designee)  
Title: Program Support Manager  
Date: 8/29/16

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: Tammy L. Hurst  
Name: Tammy L. Hurst, OPBC, OCAC  
Title: Contract Specialist  
Date: 9/21/16

## 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
<b>PERSONNEL</b>			Subtotal	<b>\$0.00</b>
	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
<b>Fringe Benefits @ ( )%</b> of describe rate or method				\$0
<b>TRAVEL</b>				<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage)	\$0			\$0
<b>Hotel Costs:</b>				
<b>Per Diem Costs:</b>				
<b>Mileage or Car Rental Costs:</b>				
<b>Registration Costs:</b>				
<b>Misc. Costs:</b>				
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
<b>Air Travel Costs:</b>				
<b>Hotel Costs:</b>				
<b>Per Diem Costs:</b>				
<b>Mileage or Car Rental Costs:</b>				
<b>Registration Costs:</b>				
<b>Misc. Costs:</b>				
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>				<b>\$0</b>
				\$0
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>				<b>\$0</b>
	\$0			\$0
	\$0			\$0

<b>CONTRACTUAL (list each Contract separately and provide a brief description)</b>			<b>\$0</b>
			\$0
			\$0
<b>OTHER</b>			<b>\$0</b>
	\$0		\$0
	\$0		\$0
	\$0		\$0
<b>TOTAL DIRECT CHARGES</b>			<b>\$0</b>
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0		\$0
<b>TOTAL BUDGET:</b>	<b>\$0</b>		

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
<b>PERSONNEL</b>			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
<b>TRAVEL</b>			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
<b>CAPITAL EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT</b>	\$0		\$0
<b>TOTAL:</b>	\$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**

<b>CDC Cap. #s</b>	<b>DRILLS and EXERCISES Objective</b>	<b>Planned Activity</b>	<b>Date Completed</b>	<b>Actual Outcome</b>	<b>Notes</b>
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			
		Subtotal	Total
<b>PERSONNEL</b>			<b>\$0</b>
	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	
<b>Fringe Benefits @ ( )%</b> of describe rate or method		0	
<b>TRAVEL</b>			<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage)		\$0	
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc Costs:</b>			
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
<b>Air Travel Costs:</b>			
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc. Costs:</b>			
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>		\$0	<b>\$0</b>
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>		\$0	<b>\$0</b>

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
<b>TOTAL DIRECT CHARGES</b>			\$0
<b>TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method</b>			\$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 <math>50 \times 12 / 2080 = .29</math> FTE</p>			

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

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

**Public Health Emergency Preparedness  
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for the year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

\* in accordance with 45 CFR 74.37 or 45 CFR 92.5  
Please return the completed form to your Regional Liaison by August 31 of each year.  
Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.



**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><b>This is an example</b>                      By June 30, 2017, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100.  <b>Goal 1.</b></p>	<p>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.</p>	<p>9/15/2017</p>	<p>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017.</p>	<p>Identified staff completed 700 and 800 series training online prior to December class.</p>
		<p>December 15, 2017, first classroom training.</p>	<p>12/15/2017</p>		
		<p>March 18, 2017, second classroom training.</p>	<p>3/18/2016</p>	<p>Five management staff completed IS-200 on March 18, 2017.</p>	
		<p>May 12, 2017, third classroom training.</p>	<p>5/12/2017</p>	<p>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2017.</p>	
		<p>PHEP coordinator will update all training records by 6-30-2017.</p>	<p>6/15/2017</p>	<p>Trainings records updated on June 15, 2017</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. <b>Goal 1.</b></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> <b>[Relevant details from your multi-year training and exercise plan should be described in Notes column.]</b>		
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: <b>[Define in Notes column.]</b> <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: <b>[Define in Notes column.]</b> <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. <b>[Describe specific activities in Notes column and work plan, if applicable.]</b> <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. <b>[Describe specific activities in Notes column and work plan.]</b> <i>CLHO Minimum Standard 2.1</i>		

1 6	Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i>	ongoing	
<b>CDC Cap. #s</b>	<b>OUTREACH AND PARTNER COLLABORATION</b>	<b>Due Date</b>	<b>Notes</b>
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. <b>[Describe specific conference(s) attending in Notes column.]</b> <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. <b>[List the scheduled meetings with partners in Notes column and other activities in work plan.]</b> <i>CLHO Minimum Standard 2.1</i>		
<b>CDC Cap. #s</b>	<b>COMMUNITY EDUCATION</b>	<b>Due Date</b>	<b>Notes</b>
3 4	Maintain ability to inform citizens of actual and potential health threats. <b>[Describe activities in Notes column and in work plan.]</b> <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](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 4.1. 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 fee<sup>1</sup> 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 adults<sup>2</sup>
  - The appropriate billing procedures for Medicaid-covered children birth through 18 years<sup>3</sup>
  - 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 clients<sup>4</sup>
- 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

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

<sup>2</sup> 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

<sup>3</sup> 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

<sup>4</sup> 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**

<b>State of Oregon</b>		<b>Page 1 of 2</b>	
<b>Oregon Health Authority Public Health Division</b>			
<b>1) Grantee</b> Name: North Central Public Health District		<b>2) Issue Date</b> June 15, 2016	<b>This Action</b> ORIGINAL FY2017
Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			33,130
PE 03 TB Case Management			647 ( e )
PE 09 PHEP -- EBOLA			2,043
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			93,619
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			152,096 ( b,c )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			32,977 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			8,786
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			14,798
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			34,525
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			4,682
PE 42 Babies First FAMILY HEALTH SERVICES			14,939
<b>5) FOOTNOTES:</b>			
<p>a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.</p> <p>b) The July-September 2016 grant is \$38,024 and includes \$7,605 of minimum Nutrition Education. \$1,920 is for Breastfeeding Promotion.</p> <p>c) The October-June 2017 grant is \$114,072 and includes \$22,814 of minimum Nutrition Education \$5,760 is for Breastfeeding Promotion.</p> <p>d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.</p> <p>e) \$70 needs to be expended by 12/31/16</p>			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>



Attachment G

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

<b>PE03 Tuberculosis Services</b>					
FY17 07/01/16 - 06/30/17 Revised 05-23-16		July 1, 2016-Dec 31, 2016		Jan 1, 2017-June 30, 2017 July 1, 2016-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	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Est Award Amount*</b>	<b>Est Award Amount</b>	<b>Est Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 70.00	\$ 108.00	\$ 469.00	\$ 647.00

<b>PE 09 Public Health Emergency Preparedness (PHEP) Supplemental Ebola</b>					
FY17 07/01/16-06/30/17					
Federal Award Identification Number(FAIN): U90TP000544					
Federal Award Date: 3/30/2015					
Performance Period: 04/01/2015-09/30/2016					
Federal Awarding Agency: CDC					
CFDA Number: 93.069					
CFDA Name: Public Health Emergency Preparedness					
Total Federal Award: \$1,855,117					
Project Description: Public Health Emergency Preparedness (PHEP) Ebola Supp 2					
Awarding Official: Sharon Orum, Grants Management Officer					
Indirect Cost Rate: 17.45%					
Research And Development(Y/N): N					
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>			
NORTH CENTRAL^^	032640580	\$ 2,043.00			

<b>PE 13 HPCDP Tobacco Prevention &amp; Education Program-Counties SFY 17</b>					
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	
	<b>Index/Pca</b>	<b>Tobacco Ballot Measure 44 50341/52269</b>	<b>TMSA 50341/52268</b>	<b>Tobacco CDC (Ph 17) 50341/52620</b>	<b>TOTALS</b>
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 93,434		\$ 185	\$ 93,619

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) - FY17 (July 16 - June 17)					
<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605			12-3510-0-1-605	
<b>Federal Award Date:</b>	10/1/2016			10/1/2017	
<b>Performance Period:</b>	10/01/15-9/30/16			10/01/16-9/30/17	
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition			Department of Agriculture/Food and Nutrition	
<b>CFDA Number:</b>	10.557			10.557	
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children			Special Supplemental Nutrition Program for Women Infants and Children	
<b>Total Federal Award:</b>	\$24,924,724			TBD	
<b>Project Description:</b>	WIC Program			WIC Program	
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fns.usda.gov			Debra Whitford Debbie.Whitford@fns.usda.gov	
<b>Indirect Cost Rate:</b>	17.45%			17.45%	
<b>Research And Development(Y/N):</b>	N			N	
	<b>Index/PCA</b>	TBD		TBD	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount July-Sept 2015</b>	<b>Award Amount Oct - June 2016</b>	<b>Total SFY 16 Award</b>	
NORTH CENTRAL^^	032640580	\$ 38,024	\$ 114,072	\$ 152,096	

PE 41 Reproductive Health - FY17 (July 16 - June 17)			
<b>Federal Award Identification Number(FAIN):</b>	FPHPA106038		
<b>Federal Award Date:</b>	N/A		
<b>Performance Period:</b>	06/30/16-06/29/2017		
<b>Federal Awarding Agency:</b>	DHHS/PHS/PA		
<b>CFDA Number:</b>	93.217		
<b>CFDA Name:</b>	Family Plannning Services		
<b>Total Federal Award:</b>	N/A		
<b>Project Description:</b>	Oregon Reproductive Health Program		
<b>Awarding Official:</b>	Robin Fuller, robin.fuller@hhs.gov		
<b>Indirect Cost Rate:</b>	17.45%		
<b>Research And Development(Y/N):</b>	N		
	<b>Index/PCA</b>	50333/TBD	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Initial Award</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 32,977.00	\$ 32,977.00

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - CAH GF & Title XIX				
<b>Federal Award Identification Number(FAIN):</b>	05-0305OR5048			
<b>Federal Award Date:</b>	10/1/2016			
<b>Performance Period:</b>	10/1/15-9/30/16			
<b>Federal Awarding Agency:</b>	Title XIX Medicaid Admin			
<b>CFDA Number:</b>	93.778			
<b>CFDA Name:</b>	Medical Assistance Program			
<b>Total Federal Award:</b>				
<b>Project Description:</b>	Medicaid Administration			
<b>Awarding Official:</b>				
<b>Indirect Cost Rate:</b>				
<b>Research And Development(Y/N):</b>	N			
	<b>Index/Pca</b>	CAH GF	CAH GF(FF Match)	CAH GF
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 4,393	\$ 4,393	\$ 8,786



PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Perinatal GF & Title XIX				
<b>Federal Award Identification Number(FAIN):</b>		05-0305OR5048		
<b>Federal Award Date:</b>		10/1/2016		
<b>Performance Period:</b>		10/1/15-9/30/16		
<b>Federal Awarding Agency:</b>		Title XIX Medicaid Admin		
<b>CFDA Number:</b>		93.778		
<b>CFDA Name:</b>		Medical Assistance Program		
<b>Total Federal Award:</b>				
<b>Project Description:</b>		Medicaid Administration		
<b>Awarding Official:</b>				
<b>Indirect Cost Rate:</b>				
<b>Research And Development(Y/N):</b>		N		
	<b>Index/Pca</b>	Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 2,341	\$ 2,341	\$ 4,682

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V CAH				
<b>Federal Award Identification Number(FAIN):</b>		6B04MC29358		TBD
<b>Federal Award Date:</b>		2/11/2016		TBD
<b>Performance Period:</b>		10/01/2015-09/30/2017		10/01/16-9/30/18
<b>Federal Awarding Agency:</b>		DHS/HRSA		DHS/HRSA
<b>CFDA Number:</b>		93.994		93.994
<b>CFDA Name:</b>		MCH Block Grant		MCH Block Grant
<b>Total Federal Award:</b>		\$2,370,092		TBD
<b>Project Description:</b>		Maternal and Child Health Services		Maternal and Child Health Services
<b>Awarding Official:</b>		Sheri Downing-Futrell, sdowning-futrell@hrsa.gov		TBD
<b>Indirect Cost Rate:</b>		10%		10%
<b>Research And Development(Y/N):</b>		N		N
	<b>Index/Pca</b>	Title V CAH	Title V CAH	Title V CAH
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 3,700	\$ 11,099	\$ 14,798

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V Flexible				
<b>Federal Award Identification Number(FAIN):</b>		6B04MC29358		TBD
<b>Federal Award Date:</b>		2/11/2016		TBD
<b>Performance Period:</b>		10/01/2015-09/30/2017		10/01/16-9/30/18
<b>Federal Awarding Agency:</b>		DHS/HRSA		DHS/HRSA
<b>CFDA Number:</b>		93.994		93.994
<b>CFDA Name:</b>		MCH Block Grant		MCH Block Grant
<b>Total Federal Award:</b>		\$2,370,092		TBD
<b>Project Description:</b>		Maternal and Child Health Services		Maternal and Child Health Services
<b>Awarding Official:</b>		Sheri Downing-Futrell, sdowning-futrell@hrsa.gov		TBD
<b>Indirect Cost Rate:</b>		10%		10%
<b>Research And Development(Y/N):</b>		N		N
	<b>Index/Pca</b>	Title V Flex	Title V Flex	Title V Flex
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 8,631	\$ 25,894	\$ 34,525

<b>PE 42 MCH Oregon Mother's Care Title V - SFY17 (July 2016 - June 2017)</b>				
<b>Federal Award Identification Number(FAIN):</b>	6B04MC29358	TBD		
<b>Federal Award Date:</b>	2/11/2016	TBD		
<b>Performance Period:</b>	10/01/2015-09/30/2017	10/01/16-9/30/18		
<b>Federal Awarding Agency:</b>	DHS/HRSA	DHS/HRSA		
<b>CFDA Number:</b>	93.994	93.994		
<b>CFDA Name:</b>	MCH Block Grant	MCH Block Grant		
<b>Total Federal Award:</b>	\$2,370,092	TBD		
<b>Project Description:</b>	Maternal and Child Health Services	Maternal and Child Health Services		
<b>Awarding Official:</b>	Sheri Downing-Futrell, sdowning-futrell@hrsa.gov	TBD		
<b>Indirect Cost Rate:</b>	10%	10%		
<b>Research And Development(Y/N):</b>	N	N		
	<b>Index/Pca</b>	<b>Title V OMC</b>	<b>Title V OMC</b>	<b>Title V OMC</b>
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 1,812	\$ 5,436	\$ 7,248

<b>PE 50 Title and description: Safe Drinking Water (SDW) Program for FISCAL YEAR 17</b>					
<b>Federal Award Identification Number(FAIN):</b>	98009015	00031216	N/A		
<b>Federal Award Date:</b>	09/09/15	12/18/15	N/A		
<b>Performance Period:</b>	07/01/15-07/31/18	10/01/15-09/30/16	FY17		
<b>Federal Awarding Agency:</b>	EPA	EPA	Other Funds		
<b>CFDA Number:</b>	66.468	66.432	N/A		
<b>CFDA Name:</b>	Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision	DWS Medical Marijuana Program Allocation		
<b>Total Federal Award:</b>	\$16,232,300	\$1,611,000	N/A		
<b>Project Description:</b>	Oregon's Safe Drinking Water	Public Water System Supervision			
<b>Awarding Official:</b>	Harold Rodgers @ Rogers.Harold@epa	Harold Rodgers @ Rogers.Harold@epa			
<b>Indirect Cost Rate:</b>	17.45%	17.45%			
<b>Research And Development(Y/N):</b>	N	N			
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total</b>
WASCO/SHERMAN/GILLIAM		\$ 13,499	\$ 15,186	\$ 13,499	\$ 42,184

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

**Agreement #148025**

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

This Eighth 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 Gilliam, Wasco, and Sherman Counties, acting by and through its North Central Public Health District (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

**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: Karen Slothower  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: 9/20/16

**GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH ITS NORTH CENTRAL PUBLIC HEALTH DISTRICT (DPHA)**

By: Teri L. Thalhofer, BSN  
Name: Teri L. Thalhofer, RN, BSN  
Title: Director  
Date: 9/22/2016

**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: Karen Slothower  
Name: Karen Slothower (or designee)  
Title: Program Support Manager  
Date: 9/20/16

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

By: Tammy L. Hurst  
Name: Tammy L. Hurst, OPBC, OCAC  
Title: Contract Specialist  
Date: 9/26/16

**Attachment A**

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

<b>State of Oregon</b>		<b>Page 1 of 2</b>
<b>Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: North Central Public Health District  Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	<b>2) Issue Date</b> July 20, 2016	<b>This Action</b> AMENDMENT FY2017
<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017		
<b>4) OHA Public Health Funds Approved</b>		
<b>Program</b>	Previous Award	Increase/ (Decrease)
Grant Award		
PE 01 State Support for Public Health	33,130	0
PE 03 TB Case Management	647	0
PE 09 PHEP -- EBOLA	2,043	0
PE 12 Public Health Emergency Preparedness	0	133,637
PE 13 Tobacco Prevention & Education	93,619	0
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	152,096	3,752
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	32,977	0
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	8,786	0
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	14,798	0
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	34,525	0
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	4,682	0
PE 42 Babies First FAMILY HEALTH SERVICES	14,939	0
<b>5) FOOTNOTES:</b>		
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 \$38,024 and includes \$7,605 of minimum Nutrition Education. \$1,920 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$114,072 and includes \$22,814 of minimum Nutrition Education \$5,760 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) \$284 represents the Fresh Fruit and Veggies funds. g) \$3,468 represents one-time funding amount. Funding rate is \$4 per assigned caseload.		
<b>6) Capital Outlay Requested in This Action:</b>		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>
<b>PROG. APPROV</b>		

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
<b>1) Grantee</b> Name: North Central Public Health District  Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676		<b>2) Issue Date</b> July 20, 2016	<b>This Action</b> AMENDMENT FY2017
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	7,248	0	7,248
PE 43 Immunization Special Payments	18,007	0	18,007 ( d )
PE 50 Safe Drinking Water Program	42,184	0	42,184
TOTAL	459,681	137,389	597,070
<b>5) FOOTNOTES:</b>          			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

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

<b>PE 12 Public Health Emergency Preparedness Program (PHEP)</b>		
<b>FY17 07/01/16-06/30/17</b>		
<b>Federal Award Identification Number(FAIN):</b>	<b>5 NU90TP000544-05-00</b>	
<b>Federal Award Date:</b>	<b>6/23/2016</b>	
<b>Performance Period:</b>	<b>07/01/16-06/30/17</b>	
<b>Federal Awarding Agency:</b>	<b>CDC</b>	
<b>CFDA Number:</b>	<b>93.069</b>	
<b>CFDA Name:</b>	<b>Public Health Emergency Preparedness</b>	
<b>Total Federal Award:</b>	<b>\$7,510,978</b>	
<b>Project Description</b>	<b>Public Health Emergency Preparedness (PHEP)</b>	
<b>Awarding Official:</b>	<b>Shicann Phillips, Grants Management</b> <b>770-488-2809</b> <b>IBQ7@cdc.gov</b>	
<b>Indirect Cost Rate:</b>	<b>17.45%</b>	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>
NORTH CENTRAL^^	032640580	\$ 133,637.00

<b>PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)</b>							
<b>Federal Award Identification Number(FAIN):</b>	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	
<b>Federal Award Date:</b>	02/01/15	02/01/15	02/01/15	02/01/15	02/01/15	2/1/2016	
<b>Performance Period:</b>	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	
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	
<b>CFDA Number:</b>	10.557	10.557	10.557	10.557	10.557	10.557	
<b>CFDA Name:</b>	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	
<b>Total Federal Award:</b>	24,924,724	24,924,724	24,924,724	24,924,724	24,924,724	TBD	
<b>Project Description:</b>	WIC Program	WIC Program	WIC Program	WIC Program	WIC Program	WIC Program	
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.usda.gov	
<b>Indirect Cost Rate:</b>	17.45%	17.45%	17.45%	17.45%	17.45%	17.45%	
<b>Research And Development(Y/N):</b>	N	N	N	N	N	N	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Prior Award Amount July-Sept 2016</b>	<b>Fresh Fruit &amp; Veggies Grant</b>	<b>One-time funding, \$4/assigned CL</b>	<b>New Award Amount July-Sept 2016</b>	<b>Award Amount Oct 2016 - June 2017</b>	<b>Total SFY 17 Award</b>
NORTH CENTRAL^^	032640580	\$ 38,024	\$ 284	\$ 3,468	\$ 41,776	\$ 114,072	\$ 155,848