

September 24, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #13 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #13 adds funding to Program Element 62- Overdose Prevention.
Dollar Amount and Fiscal Impact	Contract is increased by \$123,545 bringing the contract maximum value to \$8,805,562.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 14, 2020
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9329-13

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #13 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #13 adds funding Program Element 62- Overdose Prevention. Contract is increased by \$123,545. bringing the contract maximum value to \$8,805,562.

This contract is effective October 1, 2020 and continues through June 30, 2021.

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RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services



**THIRTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Thirteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 62</u> Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants CDC/Injury Prevention and Control Research and State and Community Based Programs	93.788 93.136	N	Y

3. Exhibit B Program Element #01 “State Support to Public Health,” PE 07 “HIV Prevention Services,” and “PE 12 “Public Health Emergency Preparedness and Response (PHEPR)” Program are hereby

superseded and replaced in their entirety and PE 62 "Overdose Prevention" is hereby added in its entirety by Attachment A attached hereto and incorporated herein by this reference.

4. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
5. Exhibit J of the Amended and Restated Agreement entitled "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 C, attached hereto and incorporated herein by this reference.
6. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
7. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
8. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
9. The parties expressly ratify the Agreement as herein amended.
10. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

11. Signatures.

By: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: Richard Swift

Title: Director, Health, Housing and Human Resources

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Program Element Description(s)

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

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

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

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

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

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

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

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

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

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

Gonorrhea rates

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

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

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **01-04: COVID-19** LPHA must:
 - (1) Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
 - (2) OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

- h. 01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction, including those funded by OHA through a Memorandum of Understanding or similar agreement that clearly describes the role of the CBO that has entered into a grant agreement with OHA, to ensure culturally and linguistically responsive community outreach and education strategies, testing, contact tracing and monitoring, and social service and wraparound supports. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wrap-around service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.
- (b)** Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.
- (c) Maintain a current list of entities providing COVID-19 testing and at what volume.
- (d) Provide reports to OHA on testing locations and volume as requested.

(3) Contact Tracing

LPHA must:

- (a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.
- (b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (d) Follow up with at least 95% of cases within 24 hours of notification.

(4) Case investigation

LPHA must:

- (a) Conduct all case investigations and monitor outbreaks.
- (b) Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.
- (c) Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

(5) Isolation and quarantine

LPHA must:

- (a) By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.
- (b) Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

(6) Social services and wraparound supports.

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

(7) Tribal Nation support.

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

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

LPHA must:

- (a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) **High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.

- (d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.
 - (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.
- i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:
 - LPHA must:
 - (1) Ensure regular communication among LPHAs in the region.
 - (2) Compile and share regional data regularly among LPHAs.
 - (3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.
 - (4) Implement MOU as needed.
- j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.
 - OHA will:
 - (1) Make contact tracing and case investigation training available.
 - (2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.
 - (3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

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

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

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

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

c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.

- (a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.
- (b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27,2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.
- (c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wraparound services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

6. Reporting Requirements. Not applicable.

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

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

Program Element #07: HIV Prevention Services

OHA Program Responsible for Program Element:

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

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

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work. There are also new tools to prevent HIV, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also significantly reduces chances of transmitting the virus further. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

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

2. **Definitions Specific to HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client's name and contact information is not known at the time of an HIV test such as during use of a home HIV test.
- b. **Confidential HIV Test:** The circumstance by which an individual client's name and contact information is known at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- c. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
 - retention or re-engagement in care and treatment;
 - other medical and social services;
 - risk screening; interventions focusing on treatment adherence, risk reduction or disclosure;
 - interventions for HIV- discordant couples;
 - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- d. **HIV Outbreak:** The occurrence of an increase in cases of HIV in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- e. **HIV Screening:** Implementation of a HIV Testing Strategy.
- f. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.

- g. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- h. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.
- i. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
HIV Testing	X				*	X	X	X	X			
Prevention with Positives/Linkages to Care	X				*				X			
Condom Distribution	*	X						X				
Syringe Services	*	X			X	X	X	X		X		

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

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. Engage in activities as described in its local program plan, which has been approved by OHA.
 - b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - c. HIV Prevention Services. LPHA's HIV Prevention Program must include the following minimum components:
 - (1) Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:
 - (a) Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, for HIV in clinical and non-clinical settings following guidance outlined in "Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers" which can be found at:
https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
 - (b) Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
 - (c) Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
 - (d) Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
 - (e) Use an OHA approved HIV Test Request Form which is available from the Oregon State Public Health Laboratory for each testing event funded in whole, or part, by the HIV Prevention Program.
 - (f) Use Confidential HIV Testing for complete data collection, no HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test.
 - (g) Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.
 - (h) Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.
 - (2) Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:
 - (a) Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
 - (b) Provide linkage to medical care, treatment, and prevention services for PLWH.

- (c) Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
 - (d) Re-engage PLWH who are currently not in care into medical care.
 - (e) Support retention in medical care, treatment, and prevention services for PLWH.
 - (f) Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
 - (g) Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.
- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
- (a) Increase awareness of and expand access to PrEP including medication adherence.
 - (b) Promote consumer knowledge, access, and use of PrEP including referrals into or the provision of PrEP navigation services.
 - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to US Public Health Service Preexposure Prophylaxis for the Prevention of HIV Infection in the United States –2017 Update Clinical Practice Guideline available at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf> and the Clinical Providers Supplement available at <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-provider-supplement-2017.pdf>).
- (4) Conduct community-level HIV prevention activities as follows:
- (a) Distribute condoms to populations engaging in high risk behaviors.
 - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>
 - (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.
 - (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
 - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”

- (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however purchase of syringes (needles), cookers and naloxone is not allowable with these funds. (<https://www.cdc.gov/hiv/risk/ssps.html>)
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- (a) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. (<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>)
 - (b) All HIV testing data entry is done directly by providers into Evaluation Web, the CDC's database system for HIV testing. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). Providers needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (c) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
 - (d) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.
- (6) **Use of financial awards for HIV Prevention Program activities include:**
- (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current "Oregon Integrated HIV Prevention and Care Plan, 2017-2021."
 - (b) Collaborative work with other agencies furthering HIV prevention work.
 - (c) Advertising and promotion of activities.
 - (d) Travel costs.
 - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - (f) Purchase and/or production of program materials.

- (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
 - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
 - (i) Paperwork, meetings, and preparation related to conducting programs.
 - (j) Supervision, data collection and review and quality assurance activities.
 - (k) Participation in planning, task force and other workgroups.
- (7) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community based organization for delivery of services. LPHA must ensure each Subcontractor is adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
- (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

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

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

6. **Reporting Requirements.**

- a. LPHA and Subcontractors must enter, into the relevant database(s), all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. LPHA must provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the Subcontractor’s program plan. This report is due within 30 days after the close of each calendar quarter.
- c. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.

7. **Performance Measures. Not Applicable**

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

OHA Program Responsible for Program Element:

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹ Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.²

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

- 2. Definitions Relevant to PHEPR Programs Specific to Public Health Emergency Preparedness and Response.**

- a. Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in institutional settings, older adults, pregnant and postpartum women, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and individuals experiencing homelessness.⁵
- b. Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30 for PE12 and July 1 through March 15 for PE12-02.
- d. CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

³ US Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals With Access and Functional Needs*. Retrieved from

⁴ Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* Retrieved from

⁵ Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.⁶
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- 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 other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- 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 public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. **Medical Countermeasures (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 material.
- k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- l. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- m. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- n. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

⁶ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

⁷ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

⁸ Federal Emergency Management Agency. (2007). *Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic_guidance_for_pios_final_draft_12_06_07.pdf

⁹ Public Health Accreditation Board. Retrieved from <https://phaboard.org/>

- o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

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

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

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

Note: Emergency preparedness crosses over all foundational programs.

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

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

- a. Engage in activities as described in its approved PHEPR Work Plan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

b. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template which is set forth in Attachment 1, incorporated herein with this reference.

- (1) **Contingent Emergency Response Funding:** Such funding 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.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with an approved PHEPR budget using the template set forth as Attachments 1 and 2 to this Program Element.
- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, add a new line item, or change the indirect line item by any amount require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
- (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community organizations, older adult-serving organizations, and educational agencies and state child care lead agencies as applicable.¹⁰

- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.

¹⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. 10

- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate.
 - (3) Collaboration with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹¹
 - (a) Identification of populations at risk of being disproportionately impacted by incidents or events.
 - (b) Coordination with community-based organizations.
 - (c) Integration of Access and Functional needs of individuals.
 - (d) Development or expansion of child-focused planning and partnerships.
 - (e) Engaging field/area office on aging.
 - (f) Engaging mental/behavioral health partners and stakeholders.
 - (4) Participation and planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and MYTEP Blank Template tabs, which OHA has provided to LPHA.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹²
 - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.¹³ Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.¹⁴
- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.¹⁵

¹¹ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>, 8-9.

¹² Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Public Health Preparedness 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

¹³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 62.

¹⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

¹⁵ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.
State and Local Administration and Enforcement of Public Health Laws. 36 O.R.S § 431.138, (2015) Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

- e. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities will include or address persons with Access and Functional Needs.¹⁶
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- f. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- g. **24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.¹⁷
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.¹⁸

¹⁶ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-59.

¹⁷ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3. State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

¹⁸ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3.

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.¹⁹
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action needed within 30 days of notification of any deficiency to the best of their ability.

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator.²⁰
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²¹
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from

https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

¹⁹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

²⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from

https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

²¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

their respective organizations.

- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.

i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual work plan update.²² The MYTEP must meet the following conditions:

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

²² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1,2.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

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

(8) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²³

(9) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,²⁴ the Public Health Accreditation Board, and the National Incident Management System.²⁵ 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)** Identify and train appropriate LPHA staff²⁶ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.²⁷

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

(1) LPHA must establish and maintain at a minimum the following plans:²⁸

- (a)** Base Plan.
- (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.²⁹

²³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

²⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>. Capability 1.

²⁵ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

²⁶ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

²⁷ Oregon Office of Emergency Management. (2014). *National Incident Management System – Who takes what?*

²⁸ Public Health Preparedness, 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

²⁹ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.132,138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1.

Public Health Preparedness, 3 O.A.R. § 333-003-0200 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

- (c) Continuity of Operations Plan (COOP)³⁰
- (d) Communications and Information Plan.³¹
- (2) All plans, annexes, and appendices must:
 - (a) Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c) Be functional and operational by June 30, 2022,³²
 - (d) Comply with the NIMS,³³
 - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f) Include planning considerations for persons with Access and Functional Needs.

I. COVID-19

LPHA must:

- (1) By March 15, 2021, submit a community intervention implementation plan that describes how the LPHA will achieve the following three mitigation goals:
 - (a) Slow transmission of disease,
 - (b) Minimize morbidity and mortality, and
 - (c) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the LPHA will:
 - i. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
 - ii. Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
 - iii. Ensure healthcare system response is an integrated part of community interventions.
 - iv. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.

OHA will send “Community Intervention Implementation Plan” template to complete (c) above.
- (2) Partner with COVID-19 regional planning to conduct virtual infection control assessments in congregate care settings within their jurisdiction.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

³⁰ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62

Federal Emergency Management Agency (2018) *Continuity Guidance Circular*. Retrieved from <https://www.fema.gov/media-library-data/1520878493235-1b9685b2d01d811abfd23da960d45e4f/ContinuityGuidanceCircularMarch2018.pdf>

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³¹ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³² U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppid=310318>. Domain 2.4.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

³³ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
Office of Emergency Management. (2014) 10 O.A.R. § 104-010-0005. Retrieved from <https://secure.sos.state.or.us/oard/>

- (3) Participate in local and regional planning efforts related to hospital transfers.
- (4) Conduct intensive case and contact investigations as community transmission declines within the jurisdiction.

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

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

6. **Reporting Requirements.**

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

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.³⁴

³⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

ATTACHMENT 1³⁵

PHEPR Program Annual Budget			
County			
July 1, 2020 - June 30, 2021			
			Optional Use: Other Funds to support PHEPR
		Subtotal	Total
PERSONNEL			\$0
	List as an Annual Salary	% FTE based on 12 months	
		0	
<i>(Position Title and Name)</i>		0	
Brief description of activities, for example, This position has primary responsibility for _____ County PHEPR activities.			
Fringe Benefits @ ()% of describe rate or method		0	
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs:			
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0

³⁵ A fillable template is available from HSPR Liaison.

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CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0
Contract with () Company for \$, for () services.			
Contract with () Company for \$, for () services			
Contract with () Company for \$, for () services.			
OTHER	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ % of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
NOTES:			
\$62,500 (annual salary) which would computer to the sub-total column as \$50,000 be 50*12/2080 = .29 FTE			

Attachment 2: Use of Funds

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

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

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

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

ATTACHMENT 3³⁶

Incident/Exercise Summary Report

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

³⁶ A fillable template is available from HSPR Liaison.

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

Program Element # 62 Overdose Prevention

OHA Program Responsible for Program Element:

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

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

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

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

Program Components to be funded for this Program Element are:

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

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

- 2. **Definitions Specific to this PE** – Not Applicable.
- 3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):
 - a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

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

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**
Opioid mortality rate per 100,000 population
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**
Not Applicable

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

LPHA must:

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

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

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

6. Reporting Requirements.

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

7. Performance Measures.

- a. LPHA must operate the Overdose Prevention Program described in its local Work Plan and in a manner designed to make progress toward achieving the following Public Health Accountability Metric -- Prescription opioid mortality rate per 100,000 population
- b. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment B
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$506,554.00
PE02	Cities Readiness Initiative	\$35,546.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$165,988.00	\$165,988.00
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	\$275,286.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$191,491.00
PE40-02	WIC NSA: October - June	\$574,475.00	\$574,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$35,527.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$0.00	\$123,545.00	\$123,545.00
		\$3,468,990.00	\$123,545.00	\$3,592,535.00

5) Foot Notes:	
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report			
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount.			
PE02				

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
Current Award Balance			
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21		
PE12	08/2020: Amending to revise PE12 language		
PE13-01			
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.		
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.		
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion		
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed		
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020		
PE40-04			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035	2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021		
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE44-01				
PE44-02				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE46-05				
PE50				
PE51-01				
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21			

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

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



Federal Award Identification Number:	[REDACTED]	[REDACTED]	[REDACTED]
Federal Award Date:	[REDACTED]	[REDACTED]	[REDACTED]
Performance Period:	[REDACTED]	[REDACTED]	[REDACTED]
Awarding Agency:	[REDACTED]	[REDACTED]	[REDACTED]
CDFA Number:	[REDACTED]	[REDACTED]	[REDACTED]
CDFA Name:	[REDACTED]	[REDACTED]	[REDACTED]
Total Federal Award:	[REDACTED]	[REDACTED]	[REDACTED]
Project Description:	[REDACTED]	[REDACTED]	[REDACTED]
Awarding Official:	[REDACTED]	[REDACTED]	[REDACTED]
Indirect Cost Rate:	[REDACTED]	[REDACTED]	[REDACTED]
Research and Development (T/F):	[REDACTED]	[REDACTED]	[REDACTED]
PCA:	82367	52302	TBD
Index:	[REDACTED]	[REDACTED]	[REDACTED]

Agency	DUNS No.	[REDACTED]	[REDACTED]	[REDACTED]
Clackamas	096992656	[REDACTED]	[REDACTED]	[REDACTED]

September 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Change Order #2 between Clackamas County and
3 Kings Environmental, Inc. for the
Clackamas County Health Centers Building Demolition Project**

Purpose/ Outcome	Change Order #2 is to pay for additional site demolition expenses related to soil contamination clean-up issues on behalf of Clackamas County Health Centers new Sandy Clinic Site. The address is 38931 Highway 26, Sandy, Oregon 97055.
Dollar Amount and Fiscal Impact	Original 3 Kings Environmental, Inc. Demolition Contract:.....\$ 79,333.00 Change Order No.1-H3S Approved, time extension:.....\$ 0.00 Change Order No.2-BCC Pending nine items:.....\$121,545.30 New 3 Kings Environmental Demolition Contract Total:.....\$200,878.30 No County General Funds will be used for this project.
Funding Source	Health Centers – Fund Balance
Duration	June 15, 2020 through September 3, 2020.
Previous Board Action/ Review	The BCC approved for H3S-Health Centers to purchase the property (land and existing 1 story building) for \$808,780 dollars August 22, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	This item is a Change Order to the existing 3 Kings Environmental, Inc. Contract. 1. Date of Counsel review: March 23, 2020 2. A.N.
Procurement Review	Was the item processed through Procurement? No. Health Centers and Community Development publicly bid this project.
Contact Person(s)	Deborah Cockrell – Health Centers Director: 503-742-5495/ Cell 503-756-9674
Contract No.	H3S 9762

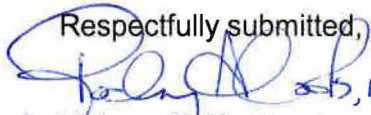
BACKGROUND: The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #2. These changes are for additional equipment, labor and materials to close out the Health Centers Building Demolition Project, in Sandy, Oregon. There is a deduction line item for work in the Right-Of-Way, because the City of Sandy requires these items to be a part of the New Clinic Building Project. There are eight additional items to the Demolition Contract to include; removal of shallow Concrete Basement, expedited testing for a Concrete Oil Vault, remove an oversized Concrete Footing, remove the Contaminated Soil and Sand, compact Fill Materials, remove existing Shrubs on site, Geo-Tech review and site work, as well as 17 Soil Test Samples. Time was of the essence, once 3 Kings Environmental, Inc. discovered contaminated soil and sand beneath the last existing building remnants as required by State of Oregon DEQ, the County became responsible for remediation. The Project Coordinator, Project Architect, Structural Engineer and 3 Kings Environmental, Inc. met on site August 11, to determine the best approach to resolve the soil issue. The site is back-filled to State of Oregon DEQ requirements.

Healthy Families. Strong Communities.

All parties agree with these nine items to the 3 Kings Environmental, Inc. Contract. Health Centers Staff has reviewed the additional costs and support this Change Order for \$121,545.30. 3 Kings Environmental, Inc. was selected through a competitive lowest bid process.

RECOMMENDATION: We recommend the approval of this Change Order #2 to the Demolition Contract with 3 Kings Environmental, Inc., and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



asst, H3S Deputy / FOW

Richard Swift, Director
Health, Housing and Human Services

AGREEMENTS/CONTRACTS

New Agreement/Contract

X Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services
Community Development**

PURCHASING FOR: **Contracted Services**

OTHER PARTY TO

CONTRACT/AGREEMENT: **3 Kings Environmental, Inc.**

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: **9/24/2020**

PURPOSE OF

CONTRACT/AGREEMENT: 3 Kings Environmental, Inc. was the lowest, responsive bidder for this Demolition Building Project, This is the location for the New Sandy Health Clinic. The address is: 39831 Highway 26, Sandy, Oregon 97055

This Change Order (No.2) is for unforeseen conditions during the Building Demolition Project, at the New Sandy Health Center Site. Location of 38931 Highway 26, Sandy, Oregon 97055. The work is to cover expenses due to 3 Kings Environmental, Inc. Most (90-95%) of this Change Order is to remove contaminated soil and sand from the site.

H3S CONTRACT NUMBER: **9762**

CHANGE ORDER FORM

3 Kings Environmental, Inc.
PO Box 280
Battle Ground, WA 98604

Project Coord.
 Contractor
 H3S Director

Project Name: Health Centers Building Demolition Project
Project Address: 38931 Highway 26
Sandy, OR 97055

Change Order No: **2**
Contract Date: **6/8/2020**
Change Order Date: **9/10/20**
Notice to Proceed: **6/15/2020**

To: Clackamas County-Com. Dev. & Health Ctrs.
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

H3S Contract No.: **9762**

The following changes have been authorized by Clackamas County-Community Development & Health Centers. See the listed changes (i.e. decrease and increases) to the project and are deemed as changes to the original construction contract:

Deduction (-):

1. Credit for Work not Performed (All Saw-cutting in Right-Of-Way, Dry Well in Right-Of-Way, Not Removal of Driveway Aprons along Pleasant Street in Right-Of-Way).....- \$ 550.00

Additions (+):

1. Remove and dispose of shallow Concrete Basement walls and steps 4'-5'.....\$ 500.00
2. Expedited Soil Test for Concrete Vault by Laboratory/Report.....\$ 2,350.00
3. Remove (6'x10'x 3'6") Oversized Concrete.....\$ 9,310.00
4. Remove Contaminated Soil/Sand (676.5 Tons X \$125 Per Ton).....\$84,562.50
5. Fill Materials (\$569.9 X \$32 Per Ton).....\$18,236.80
6. Removal of Shrubs at corner of Ten Eyck and Hwy 26 not include in Bid Packet...\$ 1,872.00
7. Geotech review and sitework.....\$ 1,614.00
8. Soil Testing Samples (Various and Closing).....\$ 3,650.00

Item 1 (Deduction) and 7 (Additions) equal 8 Total Items for Change Order No.2.....\$121,545.30


Attached is the supporting documentation.

Original Contract Price	\$ 79,333.00
Net Change by Previous Change Orders (No. 1)	\$ 0.00
Contract Price prior to this Change Order	\$ 79,333.00
Contract Price will be (increased) (unchanged) by this Change Order (No.2).....	\$121,545.30
The new Contract Price including this Change Order will be	\$200,878.30

The Contract Time will be increased by this Change Order (0) calendar days. Change Order No.1 extended the 3 Kings Environmental Contract to Final Completion Date of September 8, 2020. All of the Site Work per the Contract was completed by September 3, 2020.

Approved:

Approved: VIA EMAIL

by:  9/10/2020
Ron King, President (date)
3 Kings Environmental, Inc.

by: **Deborah Cockrell** 9/10/2020
Deborah Cockrell, Director FQHC (date)
Clackamas County Health Centers

Approved:

Approved:

by:  9/14/2020
Steve Kelly, Project Coordinator (date)
Clack. Cty. Com. Dev. & Health Ctrs.

by: _____ (date)
Richard Swift, Director
Health, Housing and Human Services
Department



INVOICE

INVOICE NO
11478

SOLD TO Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

SHIP TO 220070--Clackamas Co Health Cntr
Demo
39831 Hwy 26
Clackamas Co
Sandy, OR 97055

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	PAGE
CLAC0003		On Rcpt	9/10/2020	1

PAY APP #3 - 08/01/20 thru 09/03/20

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	676.5	Tons, Remove PCS	125.00	84,562.50
	569.9	Tons, Fill Material	32.00	18,236.80
	1	Report	2,350.00	2,350.00
	1	Closing Samples	1,250.00	1,250.00
	16	Ea, Addtl Samples	150.00	2,400.00
	1	Oversized Concrete	9,310.00	9,310.00
	1	Credit for Work not Performed	-550.00	-550.00
	1	Removal of Plants	1,872.00	1,872.00
	1	Removal of Pit & Stairs	500.00	500.00
	1	Geotech	1,614.00	1,614.00

ITEM TOTAL 121,545.30
RETENTION -6,077.27

TOTAL AMOUNT 115,468.03

Please remit to: PO Box 280, Battle Ground, WA 98604
For questions call (360)666-5464 * (888)435-4647 * (253)750-0908

There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.

Ron King

From: Presley Turin <pturin2@yahoo.com>
Sent: Wednesday, September 02, 2020 10:21 AM
To: Ron King
Subject: Total Yardage for 3 Kings Environmental

Hello,

Per our phone conversation: Here is the yards per load for the trucks over the last couple of days.

YARDS- TOTAL YARDAGE: 393.04 YDS

- 14.48
- 14.52
- 14.53
- 14.49
- 13.87
- 15.06
- 14.35
- 14.86
- 15.17
- 14.83
- 13.84
- 14.82
- 14.32
- 15.05
- 14.35
- 15.02
- 14.40
- 14.54
- 14.48
- 14.50
- 14.32
- 14.80
- 14.36
- 14.35
- 14.92
- 14.55
- 14.26

Rock Hill
USE 1.45 TONS CONVERSION TO

Please let me know if you have any questions.

Thank You
Presley Turin
503-622-4900

CONTAMINATED SOIL

TONAGE

Date 08/31/20
Time 08:39:21

Wasco County Landfill

Vehicle Analysis Report

Detailed report for for the period 08/01/2020 - 08/31/2020

Sites: 1, 2

Vehicles - ZZZZZZZZZZ and Accounts 455 - 455 Vehicle Types - ZZ

Vehicle	Roll-Off	Customer	Material	Date	Tickets	Gross Wt.	Tare Wt.	Net Wt.	
19-130		THREE KINGS ENVIRO	ASB-O	08/07/20	01-00342584	25.48	18.43	7.05	
19-130		THREE KINGS ENVIRO	ASB-O	08/26/20	01-00344513	27.84	19.08	8.76	
19-130		THREE KINGS ENVIRO	ASB-O	08/28/20	01-00344837	25.56	18.99	6.57	
Total						3	78.88	56.50	22.38
Average							26.29	18.83	7.46
20-018		THREE KINGS ENVIRO	PCS-O	08/13/20	02-00007895	0.00	0.00	-27.70	
20-018		THREE KINGS ENVIRO	PCS-O	08/13/20	01-00343129	47.79	20.09	27.70	
Total						2	47.79	20.09	0.00
Average							23.90	10.05	0.00
20-138		THREE KINGS ENVIRO	PCS-O	08/07/20	01-00342586	22.94	9.95	12.99	
20-138		THREE KINGS ENVIRO	PCS-O	08/10/20	01-00342725	51.92	27.61	24.31	
20-138		THREE KINGS ENVIRO	PCS-O	08/12/20	01-00343064	50.49	27.61	22.88	
20-138		THREE KINGS ENVIRO	PCS-O	08/28/20	01-00344838	23.46	9.93	13.53	
Total						4	148.81	75.10	73.71
Average							37.20	18.78	18.43
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341884	51.36	20.06	31.30	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341895	53.17	22.99	30.18	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341947	51.64	22.65	28.99	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341976	48.71	20.05	28.66	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342048	49.54	20.13	29.41	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342058	50.66	22.67	27.99	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342064	46.41	22.81	23.60	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342145	51.88	20.07	31.81	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342157	55.30	23.05	32.25	
20-147		THREE KINGS ENVIRO	PCS-O	08/05/20	01-00342237	50.83	22.50	28.33	
20-147		THREE KINGS ENVIRO	PCS-O	08/14/20	01-00343312	47.64	23.04	24.60	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343868	50.10	20.12	29.98	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343878	50.63	23.06	27.57	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343983	46.66	20.07	26.59	
20-147		THREE KINGS ENVIRO	PCS-O	08/21/20	01-00344044	49.04	23.15	25.89	
20-147		THREE KINGS ENVIRO	PCS-O	08/21/20	01-00344145	49.19	22.94	26.25	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344386	51.27	23.04	28.23	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344388	53.77	22.71	31.06	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344390	49.84	20.11	29.73	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344453	53.06	22.90	30.16	

CONTAMINATED SOIL

Date 08/31/20
Time 08:39:21

Wasco County Landfill

Vehicle Analysis Report

Detailed report for for the period 08/01/2020 - 08/31/2020

Sites: 1, 2

Vehicles - ZZZZZZZZ and Accounts 455 - 455 Vehicle Types - ZZ

Vehicle	Roll-Off	Customer	Material	Date	Tickets	Gross Wt.	Tare Wt.	Net Wt.	
20-147		THREE KINGS ENVIRO	PCS-O	08/26/20	01-00344529	50.25	20.04	30.21	
Total						21	1060.95	458.16	602.79*
Average							50.52	21.82	28.70
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/03/20	01-00341919	39.25	22.98	16.27	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342056	39.49	23.07	16.42	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342112	51.38	29.56	21.82	
WC-455		THREE KINGS ENVIRO	OFFLOADING	08/04/20	01-00342134	43.89	24.05	0.00	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342134	43.89	24.05	19.84	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342186	52.61	30.65	21.96	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342211	44.14	22.90	21.24	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342308	51.69	29.62	22.07	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342322	46.89	22.99	23.90	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/06/20	01-00342371	51.29	30.67	20.62	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/06/20	01-00342431	47.86	22.99	24.87	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/11/20	01-00342832	52.59	30.23	22.36	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/11/20	01-00342943	52.73	30.65	22.08	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/17/20	01-00343482	51.90	30.55	21.35	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/18/20	01-00343551	51.60	30.59	21.01	
WC-455		THREE KINGS ENVIRO	MSW-O	08/26/20	01-00344514	18.85	11.11	7.74	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/27/20	01-00344652	52.04	29.51	22.53	
Total						17	792.09	446.17	326.08
Average							46.59	26.25	19.18
Report Total						47	2128.52	1056.02	1024.96
Report Average							45.29	22.47	21.81

704.2

676.5



3 Kings Environmental
1311 SE Grace Ave
Battle Ground, WA 98604

Project: Clackamas County
Project Number: 220070
Project Manager: Brett MacDonald

7/20 2 D_x
1 V_{OC}
1 PAH
1 Total Metal
1 PCB_s
8/4 10 D_x
8/20 8 D_x

CHAIN OF CUSTODY RECORD

Page 1 of 1
PO: C-1909
 Normal Turn-Around
 Rush Turn-Around
Specify Completion Date _____
Project Manager: Brett MacDonald
Project Name: Clackamas County - Sixy Dam
Project Number: 220070 State: OR
Samples Collected by: Brett MacDonald
Laboratory: Apex Labs



3 Kings Environmental, Inc.
1311 SE Grace Ave
Battle Ground, WA 98604

P: 360.566.5464
F: 360.566.8202
www.3kings.com

Date	Time	Sample ID	Matrix	Number of Containers	NWTPH - DX	NWTPH - GX	BTEX	VOCs	PAHs	Total 8 Metals	PCBs	Comments	Lab ID.
7/20/20	10:30	SS-1	S	1	X		X	X	X	X		Possible White Oil Analysis	
		SS-2	Y	1	X								

Relinquished By: <u>[Signature]</u> Company: <u>3 Kings Env</u>	Received By: <u>[Signature]</u> Company: <u>Apex Labs</u>	Date: <u>7-1-20</u>
--	--	---------------------

Please send reports electronically to bmacdonald@3kingsinc.com by the specified turn-around. Invoices can be sent to info@3kingsinc.com

Apex Laboratories

[Signature]

Darrell Auvil, Project Manager

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Apex Laboratories, LLC

6700 S.W. Sandburg Street
 Tigard, OR 97223
 503-718-2323
 ORELAP ID: OR100062

3 Kings Environmental
 1311 SE Grace Ave
 Battle Ground, WA 98604

Project: Clackamas County-Sandy Demo
 Project Number: 220070
 Project Manager: Brett MacDonald

Report ID:
 A0710095-08 11 20 1224

CHAIN OF CUSTODY RECORD

Page 1 of 1
 PO: C-1975
 Normal Turn-Around
 Rush Turn-Around
 Specify Completion Date _____

Project Manager: Ron King
 Project Name: Clackamas County - Sandy State: OR
 Project Number: 220070
 Samples Collected by: Brett MacDonald
 Laboratory: Apex Labs



3 Kings Environmental, Inc.
 1311 SE Grace Ave
 Battle Ground, WA 98604

p. 360.666.5464
 f. 360.666.8202
 www.3kings.com

Date	Time	Sample ID	Matrix	Number of Containers	NWTRP - DX	NWTRP - GX	BTEX	VOCs	PAHs	Total & Metals	PCBs	Lab Job No.	Temperature	Comments	Lab ID.
8/14/2008	1215	Env 1	S	1	X										
	1230	N-10 Ball e. 9'			X										
	1235	E-10 Ball e. 9'			X										
	1240	S-10 Ball e. 9'			X										
	1245	W-10 Ball e. 9'			X										
	1210	BE-East e. 10'			X										
	1315	BE-West e. 10'			X										
	1240	North Pit e. 9'			X										
	1345	North Pit e. 10'			X										
	1350	North Pit e. 10'			X										
		North Pit e. 10'			X										
		North Pit e. 10'			X										
		North Pit e. 10'			X										

Relinquished By: [Signature] Company: 3 Kings Environmental
 Received By: [Signature] Company: Apex Labs
 Date: 8/15/08 Time: 12:50
 Please send reports electronically to bmacdonald@3kingsinc.com by the specified turn-around.
 Invoices can be sent to info@3kingsinc.com

Apex Laboratories

Darrell Auvil
 Darrell Auvil, Project Manager

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Apex Laboratories, LLC

6700 S.W. Sandburg Street
Tigard, OR 97223
503-718-2323
ORELAP ID: OR100062

3 Kings Environmental
1311 SE Grace Ave
Battle Ground, WA 98604

Project: Clackamas County-Sandy Demo
Project Number: 220070
Project Manager: Brett MacDonald

Report ID:
A0H0533 - 08 24 20 1717

CHAIN OF CUSTODY RECORD

Page 1 of 1

A0H0533

PO: C-1913
 Normal Turn-Around
 Rush Turn-Around
8/24 by 17:00
 Specify Completion Date

Project Manager: Brett MacDonald
 Project Name: Clackamas County Sandy Site State: OR
 Project Number: 220070
 Samples Collected by: Brett MacDonald
 Laboratory: Apex Labs



3 Kings Environmental, Inc.
1311 SE Grace Ave
Battle Ground, WA 98604

P: 360.666.5464
F: 360.666.8202
www.3kings.com

Date	Time	Sample ID	Matrix	Number of Containers	NWTFH - DX	NWTFH-GX	BTEX	VOCs	PAHs	Total & Metals	PCBs	Comments	Lab I.D.	Date	Time
8/23/17	0900	Box S-Boxe-S0	S	1	X										
	0900	Box N-Boxe-S0	S	1	X										
	0940	S-Boxe-S-11			X										
	0945	N-Boxe-S-11			X										
	0915	N-Boxe-S-9			X										
	0910	NE-Gen-S-9			X										
	0825	E-Boxe-S-9			X										
	0835	E-Boxe-S-9			X										

Requested by: [Signature] Date: 8/24/17 Time: 12:40
 Company: 3 Kings Received by: [Signature] Date: 8/24/17 Time: 12:40
 Company: Apex Labs
 Please send reports electronically to bmac@3kings.com by the specified turn-around.
 Invoicing can be sent to afk@3kings.com

Apex Laboratories

 Darrell Auvil, Project Manager

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

INVOICE

REDMOND GEOTECHNICAL SERVICES, LLC
P.O. BOX 20547
Portland, Oregon 97294
(503) 285-0598

September 2, 2020

Mr. Ron King
3 Kings Environmental, Inc.
15001 NE 10th Avenue
Vancouver, Washington 98685

Re: Geotechnical Consultation and Construction Monitoring Services
Proposed Sandy Health Center Site
39831 Highway 26
Sandy, Oregon
Project No. 1819.003.C

Services Rendered

<u>Date(s)</u>	<u>Description</u>	<u>Fees</u>
8/11/20-9/01/20	0.5 hours of Clerical Typist @ \$40.00/hr.	\$20.00
8/11/20-9/01/20	10.0 hours of Engineering Technician @ \$65.00/hr.	\$650.00
8/11/20-9/01/20	1.0 hours of Staff Engineer @ \$125.00/hr.	\$125.00
8/11/20-9/01/20	2.0 hours of Project Engineer @ \$150.00/hr.	\$300.00
8/11/20-9/01/20	150 vehicle miles @ \$0.50/mile	\$75.00
8/11/20-9/01/20	1 laboratory Maximum Density test @ \$175.00/each	\$175.00
Total Due:		\$1,345.00

Note: Our terms are net 30 days after invoicing. Payments received after 30 days may be assessed interest at the rate of 1.5% per month

2020 King
1614.-

September 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE II Leasing Program, for the Purpose of Providing Permanent Supportive
Housing

Purpose/Outcome	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$78,537
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/219 Approval of Application
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 9/9/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9858

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement renewal is \$78,537. The agreement is effective January 1, 2021 through December 31, 2021. This agreement was approved by County Counsel on September 9, 2020

RECOMMENDATION:

Staff recommends the approval of this renewal agreement and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, HHS Deputy / FOR

Richard Swift, Director
Health, Housing and Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9858 **Division:** SS Subrecipient
Board Order #: **Contact:** Diridoni, Jessica Revenue
 Program Contact: Amend # \$
Silver, Erika Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, September 24, 2020

CONTRACT WITH: U.S. Department of Housing and Urban Development

CONTRACT AMOUNT: \$78,537.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | | | |
|---|-----------------------|---|---------------|
| <input type="checkbox"/> Full Fiscal Year | _____ - _____ | <input type="checkbox"/> 4 or 5 Year | _____ - _____ |
| <input type="checkbox"/> Upon Signature | _____ - _____ | <input type="checkbox"/> Biennium | _____ - _____ |
| <input checked="" type="checkbox"/> Other | 1/1/2021 - 12/31/2021 | <input type="checkbox"/> Retroactive Request? | _____ - _____ |

INSURANCE

 What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor _____ Date Approved: Wednesday, September 9, 2020

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date:  9/9/2020

H3S Admin Date Received: _____
Only Date Signed: _____
 Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services
Social Services**

PURCHASING FOR: **Contracted Services**

OTHER PARTY TO

CONTRACT/AGREEMENT: **U.S. Department of Housing and Urban Development**

BOARD AGENDA ITEM

NUMBER/DATE:

A.3

DATE: **9/24/2020**

PURPOSE OF

CONTRACT/AGREEMENT:

HOPE II SHP leasing program Continuum of Care grant funds

H3S CONTRACT NUMBER: **9858**



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0141L0E071908
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$78,537, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0141L0E071908	12 months	01-01-2021 - 12-31-2021	\$78,537
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$71,916
g. Supportive services			\$6,000
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$621
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

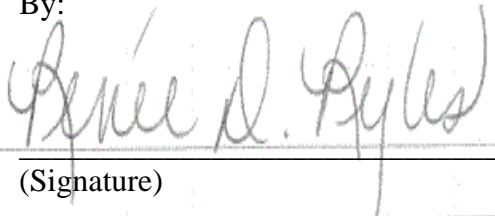
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

August 21, 2020

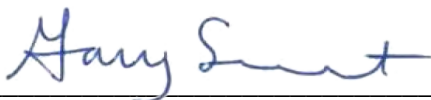
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:



(Signature of Authorized Official)

Gary Schmidt, County Administrator

(Typed Name and Title of Authorized Official)

9/17/2020

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).