

April 20, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of Amendment #12 adjusting Fiscal Year 2023 funding and updating program language to a Revenue Intergovernmental Agreement with Oregon Health Authority for the financing of Public Health Services. Amendment value is \$223,252 for 1 year, agreement value is increased to \$16,638,964.52 for 2 years. Funding is through the Oregon Health Authority. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	The Board reviewed and approved this Agreement on July 22, 2021, Agenda item 072221-A8, October 14, 2021, Agenda item 20211014 A14, February 3, 2022, March 03, 2022, Agenda item 220303IIB.1, June 9, 2022, Agenda item 220609II.D.5, July 14, 2022, Agenda item 220714III.E4, August 18, 2022, Agenda item 220818III.E8, October 13, 2022, Agenda item 221013 I.C. December 8, 2022, Agenda item 221208IV.C.1 March 9m 2023m Agenda item 230309II.D.7 Briefed at Issues – April 18, 2023		
<b>Performance Clackamas</b>	1. Ensure safe, healthy, and secure communities		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director	<b>Contact Phone</b>	(503) 742-5956

**EXECUTIVE SUMMARY:** The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 with Oregon Health Authority (OHA) for Operation as the Local Public Health Authority (LPHA) increasing funding and updating program element language.

Funding through this Amendment allows the Clackamas County Public Health Division (CCPHD) to continue to provide public health-related services to Clackamas County residents, such as HIV Prevention Services, Tobacco Prevention and Education, Women’s, Infants, and Children (WIC) Program, and School-Based Health Centers.

Award adjustments are made periodically over the course of the Agreement based on quarterly reports submitted. Amendment #12 increases PE02 - Cities Readiness Initiative by \$3,588 and PE12-01 Public

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Health Emergency Preparedness and Response (PHEP) by \$22,771. PE12-01 Tobacco Prevention and Education Program (TPEP) by \$93,637. And PE62 - Overdose Prevention - Counties by \$113,258. The fiscal year 2023 awards are increased by a total of \$233,252.00. The total contract value is \$16,638,964.52 for 2 years.

Per the OHA, Amendment #12 is effective on December 1, 2022, through June 20, 2023, regardless of the date signed.

**RECOMMENDATION:**

Staff recommends that the Board approve Amendment #12 to the Intergovernmental Agreement #10213.

Respectfully submitted,



Rodney A. Cook, Director  
Health, Housing, and Human Services

Agreement #169503



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

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

This Twelfth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and 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 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

**AGREEMENT**

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

- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

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

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Lynn Marie Brady (or designee)

Title: LPHA Fiscal and Contracts Analyst

Date: \_\_\_\_\_

**Attachment A**  
**Program Element Description(s)**

**Program Element #10: Sexually Transmitted Diseases (STD) Client Services**

**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

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

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA

self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program.”

- g. Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
- h. Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
- i. Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
- j. Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
- k. Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- l. STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- m. Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA’s delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.

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

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

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

Program Components	Foundational Program					Foundational Capabilities						
				Population Health	Direct services							
<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>						
<b>Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.</b>	*						X		X			
<b>STD client services (screening, testing, treatment, prevention).</b>	*				X		X		X			
<b>Condom and lubricant distribution.</b>	*						X	X				

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

Gonorrhea rates

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

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient’s sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

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

**a. Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA’s service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:

- (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
  - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
    - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
    - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
  - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
    - i. All rectal gonorrhea Cases.
    - ii. All Cases among pregnant or pregnancy-capable individuals.
    - iii. All Cases among individuals co-infected with HIV.
  - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
- (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
- (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
  - (b) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG>;
  - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
  - (d) Current "Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.



- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
  - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
  - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
  - (e) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
  - (f) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.

**b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**

- (1) Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
- (2) Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.

- (3) Allowable budget expenses are:
  - (a) Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
  - (b) Travel (including mileage, lodging, per diem). Client transportation (e.g. taxi vouchers, gas cards) are an allowable expense provided the purpose is to facilitate STD testing, treatment, and other Case Investigation activities.
  - (c) Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
  - (d) Other allowable expenses including postage, software and other licenses (e.g. Accurint), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
- (4) Unallowable expenses include but are not limited to:
  - (a) Medications and screening/testing costs.
  - (b) Harm reduction supplies including syringes.
  - (c) Cash or gift card incentives (outside of taxi vouchers or gas cards as outlined in Section 4.b.(3)(b)).
  - (d) Advertising or marketing.
  - (e) Purchase or maintenance of vehicles.

**5. General Revenue and Expense Reporting.**

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Reporting Requirements.**

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/ STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.

**7. Performance Measures.**

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
  - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
  - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
  - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
  - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
  - (5) Contacts should be tested/treated within 30 days before or after the index patient's testing date.
- b. LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Oregon public health modernization process measures:
  - (1) Percent of gonorrhea Cases that had at least one Contact that received treatment.
  - (2) Percent of gonorrhea Case reports with complete priority fields. Priority fields include race, ethnicity, sex of sex partner, pregnancy status, and HIV status/date of last HIV test

**Attachment 1  
Required Core Variables**

<b>STD Core Variables</b>	<b>Chlamydia and Gonorrhea Cases—All</b>	<b>Priority Gonorrhea Cases:</b>	<b>Syphilis Cases—All</b>	<b>Priority Syphilis Cases</b>
<b>Age*</b>	✓	✓	✓	✓
<b>Sex*</b>	✓	✓	✓	✓
<b>County*</b>	✓	✓	✓	✓
<b>Specimen collection date*</b>	✓	✓	✓	✓
<b>Diagnosing facility type</b>	✓	✓	✓	✓
<b>Anatomic site of infection*</b>	✓	✓		
<b>Race/ethnicity</b>		✓		✓
<b>Gender identity</b>		✓		✓
<b>Sexual orientation</b>		✓		✓
<b>Sex of sex partners</b>		✓		✓
<b>Pregnancy status</b>		✓	✓	✓
<b>HIV status</b>		✓		✓
<b>Treatment/Date of treatment</b>		✓	✓	✓
<b>Clinical signs/symptoms</b>				✓
<b>Substance use</b>				✓
<b>Incarceration history</b>				✓
* Included on lab report				

<b>HIV Core Variables</b>	<b>Orpheus Tab</b>	<b>Reported via ELR</b>	<b>Entered by OHA</b>	<b>Entered by LPHA</b>
<b>Stage</b>	Home layout-Stage		✓	
<b>Status</b>	Home layout-Status		✓	
<b>DOB/Age*</b>	Home layout-Age	✓	✓	✓
<b>Sex*</b>	Home layout-SOGI	✓	✓	✓
<b>Gender identity</b>	Home layout-SOGI		✓	✓
<b>Sexual orientation</b>	Home layout-SOGI		✓	✓
<b>Race/ethnicity</b>	Home layout-REALD		✓	✓
<b>Pregnancy status</b>	Home layout-Pregnant		✓	✓
<b>Housing at Dx</b>	Home layout-Housing at Dx		✓	✓
<b>Address*</b>	Home layout	✓	✓	✓
<b>Phone/email</b>	Home layout		✓	✓
<b>Diagnosing facility/Provider*</b>	Home layout-Provider	✓	✓	✓
<b>HARS ID HIV Diagnosis AIDS Diagnosis</b>	Home layout		✓	
<b>Specimen collection date*</b>	Labs tab	✓	✓	✓
<b>Clinical signs/symptoms</b>	Clinical tab		✓	✓
<b>Treatment/Date of treatment</b>	Treatment tab		✓	✓
<b>HIV risk history</b> At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
<b>Contacts</b>	Contacts tab			✓
<b>Outbreak Info</b>	Epilinks tab		✓	
* Included on lab report				

**Program Element #43: Immunization Services****OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

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

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

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

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

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

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

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

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
Vaccines for Children Program Enrollment				*	*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Vaccine/IG					*		X					
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

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

Two-year-old vaccination rates.

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

IQIP program.



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

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

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.

- b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

**c. Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.

**d. Billable Vaccine/IG.**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

**e. Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Immunization Protocols.
- (2) In connection with the administration of a vaccine, LPHA must:
  - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
  - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
  - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)

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

**f. Immunization Rates, Outreach and Education.**

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

**g. Tracking and Recall.**

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

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

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

**i. Adverse Events Following Immunizations.**

LPHA must complete and electronically file a VAERS form if:

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

**j. Perinatal Hepatitis B Prevention, Screening and Documentation**

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

**k. School/Facility Immunization Law**

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors433.html](https://www.oregonlegislature.gov/bills_laws/ors/ors433.html) and Oregon Administrative Rules 333-050-0140, available for review at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiwIdp\\_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265)
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children’s facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiwIdp\\_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xa16kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecte dDivision=1265).
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children’s facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA’s Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

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

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

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

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

**6. Reporting Requirements.**

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

**7. Performance Measures.**

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

Attachment 1

**OREGON'S IMMUNIZATION BILLING STANDARDS**

**Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)**

**Purpose: To standardize and assist in improving immunization billing practice**

Guiding Principles

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

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

Standards require that an LPHA that provides immunization services:

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

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

**Program Element #51: Public Health Modernization**

**OHA Program Responsible for Program Element:**

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

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

**Section 1: LPHA Leadership, Governance and Implementation**

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

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

**Section 4: Public Health Infrastructure: Workforce**

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

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



**2. Definitions Specific to Public Health Modernization**

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component  X = Other applicable Foundational Programs						X = Foundational Capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	*		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	*		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	*					X	X	X	X			X

**b. Public Health Accountability Outcome Metrics:**

The 2019-2021 Public Health Accountability Metrics adopted by the Public Health Advisory Board for communicable disease control and environmental health are:

- Two-year old immunization rates
- Gonorrhea rates
- Active transportation
- Drinking water health-based standards

LPHA is not required to select these metrics as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

The 2019-21 Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need. The following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields
- Local public health authority participation in leadership or planning initiatives related to active transportation, parks and recreation, or land use
- Percent of water systems surveys completed
- Percent of water quality alert responses
- Percent of priority non-compliers resolved

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

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority’s and the public health system’s goals for achieving health equity.

- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

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

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

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

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

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

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

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

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

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

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

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- c. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- d. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- e. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- f. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

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

**Appendix A**

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

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.</li> <li>• LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.</li> </ul> <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable)</li> </ul> <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable)</li> </ul> <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.</li> </ul>
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p><b>Leadership and Organizational Competencies</b></p> <ul style="list-style-type: none"> <li>• LPHA will participate in public health modernization learning collaboratives.</li> <li>• LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.</li> </ul> <p><b>Health Equity and Cultural Responsiveness</b></p> <ul style="list-style-type: none"> <li>• LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)</li> </ul> <p><b>Assessment and Epidemiology</b></p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.</li> </ul> <p><b>Community Partnership Development</b></p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.</li> <li>• LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.</li> <li>• LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.</li> <li>• LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.</li> </ul> <p><b>Communications</b></p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.</li> <li>• LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.</li> </ul>

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

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035	<b>2) Issue Date</b> Thursday, December 1, 2022	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2022 through June 30, 2023	

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$506,335.00	\$0.00	\$506,335.00
PE01-09	COVID-19 Active Monitoring - ELC	\$186,061.05	\$0.00	\$186,061.05
PE01-10	OIP - CARES	\$1,111,564.64	\$0.00	\$1,111,564.64
PE02	Cities Readiness Initiative	\$50,329.00	\$3,588.00	\$53,917.00
PE03-02	Tuberculosis Case Management	\$18,762.61	\$0.00	\$18,762.61
PE07	HIV Prevention Services	\$141,528.00	\$0.00	\$141,528.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$161,851.00	\$22,771.00	\$184,622.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$1,210,699.00	\$93,637.00	\$1,304,336.00
PE40-01	WIC NSA: July - September	\$182,838.00	\$0.00	\$182,838.00
PE40-02	WIC NSA: October - June	\$548,513.00	\$0.00	\$548,513.00
PE40-03	BFPC: July - September	\$19,101.00	\$0.00	\$19,101.00
PE40-04	BFPC: October - June	\$57,302.00	\$0.00	\$57,302.00
PE40-05	Farmer's Market	\$8,403.00	\$0.00	\$8,403.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$10,933.00	\$0.00	\$10,933.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE42-04	MCAH Babies First! General Funds	\$34,934.00	\$0.00	\$34,934.00
PE42-06	MCAH General Funds & Title XIX	\$20,513.00	\$0.00	\$20,513.00
PE42-11	MCAH Title V	\$117,303.00	\$0.00	\$117,303.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$90,569.00	\$0.00	\$90,569.00
PE44-01	SBHC Base	\$420,000.00	\$0.00	\$420,000.00
PE44-02	SBHC - Mental Health Expansion	\$373,500.00	\$0.00	\$373,500.00
PE44-03	COVID COAG Funds	\$100,093.00	\$0.00	\$100,093.00
PE44-04	SBHC Telehealth Program	\$225,000.00	\$0.00	\$225,000.00
PE46-05	RH Community Participation & Assurance of Access	\$50,380.67	\$0.00	\$50,380.67
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$189,173.00	\$0.00	\$189,173.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$1,854,790.45	\$0.00	\$1,854,790.45
PE51-03	ARPA WF Funding	\$382,121.00	\$0.00	\$382,121.00
PE62	Overdose Prevention-Counties	\$37,752.00	\$113,256.00	\$151,008.00
		\$8,110,349.42	\$233,252.00	\$8,343,601.42



<b>5) Foot Notes:</b>	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-03	5/2022: All SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
PE51-03	10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

<b>6) Comments:</b>	
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	9/2022: rollover unspent funds from FY22 to FY23;
PE02	Nov 2022: PHEP SFY22 carryover awarded to SFY23 (\$3,588) must be spent by 06/30/2023 & program will require a revised budget by 12/31/2022.
PE03-02	9/2022: Funds are available between 7/1/22-12/31/22 on screening of Ukrainian immigrants
PE07	5/2022: \$43,528 must be spent by 12/31/22
PE12-01	12/2022: SFY23 Unspent SFY22 funds \$22,771 must be spent by 6/30/2023. A revised program budget is due 1/31/2023
PE13-01	11/2022: Amendment to add FY22 Carry-over funds of \$93638
PE40-01	5/2022: SFY23 award; require spend on \$36568 Nutrition Ed, \$5057 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$109703 on Nutrition Ed, \$15170 on BF Promotion
PE40-03	5/2022: SFY2023 Q1 funding
PE40-04	5/2022: SFY23 Q2-Q4 award
PE40-05	5/2022:SFY2023 WIC FDNP mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE44-01	8/2022: increase of award
PE44-02	9/2022 Adding funds to award; 8/2022: realignment of funding source
PE44-03	9/2022: correct PCA-no FIT changes
PE46-05	07/2022: SFY23 Title X Initial Award
PE50	10/2022: realign funding sources;
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22
PE62	12/2022: FY23 additional funds of \$113,256 available 10/1/22 - 6/30/23. 7/2022: Prior comment null and void. \$25,168 available July 1-August 31, 2022. \$12,584 available September 1- 30, 2022 only. No funds eligible for carry forward. 5/2022: FY23 funds available 7/1/22 - 8/31/22 only.

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

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

<b>PE02 Cities Readiness Initiative</b>		
Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/16/22	06/16/22
Budget Performance Period:	07/01/2019-06/30/2024	07/01/2019-06/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total Federal Award:	8,439,412	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness
Awarding Official:	Sylvia Reeves	Sylvia Reeves
Indirect Cost Rate:	17.64%	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53483	53487
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	\$50,329.00	\$3,588.00	\$53,917.00

<b>PE12-01 Public Health Emergency Preparedness and Response (PHEP)</b>		
Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/16/22	06/16/22
Budget Performance Period:	07/01/2022-06/30/2023	07/01/2022-06/30/2023
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,439,412	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53478	53485
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	\$161,851.00	\$22,771.00	\$184,622.00

**PE62 Overdose Prevention-Counties**

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

Agency	UEI	Amount	Amount	Amount	Grand Total:
Clackamas	NVWKAVB8JND6	\$25,168.00	\$113,256.00	\$12,584.00	\$151,008.00