

## **POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** October 2, 2024  
**TIME:** 9:00 a.m.  
**PLACE:** Polk County Courthouse, Dallas, Oregon

**THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.**

### **PAGE:** **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
  - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM September 25, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**

### **CONSENT CALENDAR**

- a) Polk County Contract No. 24-159, City of Falls City  
(Kim Williams, County Clerk)
- b) Polk County Contract No. 24-160, City of Independence  
(Kim Williams, County Clerk)
- c) Polk County Contract No. 24-161, Roth I.G.A Foodliner, INC  
(Kim Williams, County Clerk)
- d) Polk County Contract No. 24-162, Oregon Health Authority  
(Rosana Warren, Public Health)
- e) Polk County Contract No. 24-163(Amendment 10 to 23-109), Oregon Health Authority  
(Rosana Warren, Public Health)
- f) Polk County Contract No. 24-164 (Amendment 11 to 23-109), Oregon Health Authority  
(Rosana Warren, Public Health)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION  
PURSUANT TO ORS 192.660.**

**ADJOURNMENT**

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS  
GUIDELINE FOR CITIZENS

\*\*\*\*\*

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

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APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

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PUBLIC HEARING FORMAT  
Land Use

1. Chairman opens hearing.
  - a. Reading of hearing request or appeal statement.
  - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
  - a. Individuals in favor of the application or appeal.
  - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
  - a. Staff.
  - b. Applicant (Appellant).
  - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES September 25, 2024**

**1. CALL TO ORDER & ATTENDANCE**

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Gordon were present.

Staff present:

Morgan Smith, County Counsel  
Matt Hawkins, Administrative Services Director

**2. ANNOUNCEMENTS**

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

**3. COMMENTS**

None.

**4. APPROVAL OF AGENDA**

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON  
SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

**5. APPROVAL OF MINUTES OF September 18, 2024**

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST  
SECONDED, TO APPROVE THE MINUTES OF September 18, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

**6. APPROVAL OF CONSENT CALENDAR**

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON  
SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

**7. RESOLUTION NO. 24-11 – IN THE MATTER OF OPPOSING MEASURE 118**

Commissioner Pope summarized Resolution No. 24-11 into the record and asked if the Board wanted to discuss it further. Commissioner Gordon stated that he encourages the public to really look into this measure and why they are in opposition to it and to also look at the wide range of people and groups who are against Oregon Measure 118. Commissioner Mordhorst agrees with Commissioner Gordon and encourages the public to research this measure more and to do their homework. Commissioner Pope provided his input and explained why he believes the public should vote no on Oregon Measure 118 in November.

**RESOLUTION APPROVED BY UNANIMOUS VOTE OF THE BOARD.**

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract No. 24-153, City of Monmouth  
(Kim Williams, Polk County Clerk)
- b) Polk County Order No. 23-13, Fair Board Reappointment  
(Nicole Pineda, Executive Assistant)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:04 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Craig Pope, Chair

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Jeremy Gordon, Commissioner

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Lyle Mordhorst, Commissioner

**LICENSE AGREEMENT**  
**(Use of Property for Elections Drop-box)**

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and the City of Falls City, ("Licensor") and Polk County, a political subdivision of the State of Oregon, acting by and through its County Clerk and the Polk County Board of Commissioners ("the County" or "Licensee").

**RECITALS:**

A. Licensor maintains their Community Center at 320 N Main St., Falls City, Oregon 97344.

B. The Polk County Clerk conducts elections within Polk County. All elections in Oregon are vote-by-mail where ballots are delivered or mailed to the County Clerk's office. The County Clerk desires to offer citizens a convenient depository for vote-by-mail ballots so that voters can avoid the expense of personal or mail delivery of the ballots. Licensor has offered to allow the Polk County Clerk to use its property in the parking lot for location of a vote-by-mail drop-box. This License Agreement is to memorialize the agreement between Licensor and the County. NOW, THEREFORE,

**AGREEMENT:** In exchange for the mutual promises set forth below and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and County agree as follows:

1. **Effective Date.** This License Agreement is effective as of the last date set forth adjacent to the signatures of the parties below.
2. **License.** Licensor hereby grants County a personal, non-exclusive License to use its property at the Falls City Community Center located at 320 N Main St., Falls City, Oregon 97344 for placement of a vote-by-mail drop-box ("Drop-Box"). A drawing depicting the authorized location is attached and incorporated as Exhibit "A" ("Licensed Area"). County's License for the use of the Licensed Area shall be restricted to use for a Drop Box permanently mounted on concrete. Licensor shall have no responsibility for security of the Drop Box or any ballots contained in the Drop-Box. County shall have reasonable access to the Licensed Area and to the Drop Box at all times during the term of this License Agreement.
3. **Expenses.** All expenses for set-up, security, maintenance and removal of the Drop-Box shall be borne by County.
4. **Indemnity.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, indemnify and hold Licensor free and harmless from and against claims which may be asserted against Licensor related to this License Agreement as a result of the negligence or wrongful acts of County, its officers, employees, or agents. Licensor shall defend, indemnify and hold County free and harmless from and against claims which may be asserted against County related to this License Agreement as a result of the negligence or wrongful acts of Licensor, its officers, employees, or agents.
5. **Condition of Licensed Area.** County acknowledges that it has accepted the Licensed Area in its present "AS IS" condition. Upon termination of this License Agreement County shall return the Licensed Area to the Licensor in the same condition as existed at the commencement of this License Agreement, reasonable wear and tear accepted.
6. **Insurance.** During the entire term of this License Agreement County shall, at its own expense, maintain a policy or policies of Commercial General Liability (CGL) Insurance, with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Such insurance shall be obtained through an insurance company licensed to do business in the State of Oregon. Upon demand, County shall provide a certificate of insurance to Licensor.
7. **Governing Law/Amendments; Certification.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and may be amended or otherwise modified only by written instrument duly executed by Licensor and County. Licensor and County hereby agree and certify that they have complied with the tax laws of the state of Oregon or any political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

8. Attorneys' Fees. In the event of any action, suite or proceeding, including appeal, is brought for failure to observe any of the terms of this License Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the remainder of the provisions of this License Agreement shall not be affected, but shall continue to remain valid and enforceable to the fullest extent permitted by law.


10. Termination of License Agreement. The License granted to Customer under this License Agreement is perpetual and will continue unless terminated as provided in this paragraph. This License Agreement may be terminated by either party upon 30 days written notice to the other party. Upon termination, County shall remove the Drop-Box and vacate Licensors' property within seven (7) business days.

11. Notice. Any notice required to be given will be in writing and either delivered personally or sent postage prepaid by certified US Mail, return receipt requested, addressed, if to Licensors, to ATTN: City Manager, 299 Mill St., Falls City, OR 97344; and if to County, ATTN: County Clerk, 850 Main St. Dallas, OR 97338. Either party may, by written notice, designate a different address for notices.

12. Independent Contractors. Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided, neither party shall be, or shall hold itself out to be, the agent of the other party, and under no circumstance shall either party have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

13. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

**CITY OF FALLS CITY**

By:   
(signature) Date: 9/25/2024

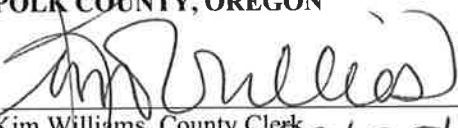
AJ Foscoli

(printed name)

City Manager

(title)

**POLK COUNTY, OREGON**

  
Kim Williams, County Clerk

Date: 09/25/2024

Craig Pope, Chair, Board of Commissioners

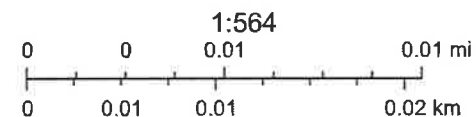
Date: \_\_\_\_\_

# Polk County Webmap



9/25/2024, 1:33:18 PM

☐ City Limits ☐ Taxlots  100 Scale



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,







**LICENSE AGREEMENT**  
**(Use of Property for Elections Drop-box)**

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and the City of Independence, ("Licensor") and Polk County, a political subdivision of the State of Oregon, acting by and through its County Clerk and the Polk County Board of Commissioners ("the County" or "Licensee").

**RECITALS:**

- A. Licensor maintains their City Hall at 555 S. Main St., Independence, Oregon 97351.
- B. The Polk County Clerk conducts elections within Polk County. All elections in Oregon are vote-by-mail where ballots are delivered or mailed to the County Clerk's office. The County Clerk desires to offer citizens a convenient depository for vote-by-mail ballots so that voters can avoid the expense of personal or mail delivery of the ballots. Licensor has offered to allow the Polk County Clerk to use its property in the parking lot for location of a vote-by-mail drop-box. This License Agreement is to memorialize the agreement between Licensor and the County. NOW, THEREFORE,

**AGREEMENT:** In exchange for the mutual promises set forth below and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and County agree as follows:

1. **Effective Date.** This License Agreement is effective as of the last date set forth adjacent to the signatures of the parties below.
2. **License.** Licensor hereby grants County a personal, non-exclusive License to use its property at the Independence City Hall located at 555 S. Main St., Independence, Oregon 97351 for placement of a vote-by-mail drop-box ("Drop-Box"). A drawing depicting the authorized location is attached and incorporated as Exhibit "A" ("Licensed Area"). County's License for the use of the Licensed Area shall be restricted to use for a Drop Box permanently mounted on concrete. Licensor shall have no responsibility for security of the Drop Box or any ballots contained in the Drop-Box. County shall have reasonable access to the Licensed Area and to the Drop Box at all times during the term of this License Agreement.
3. **Expenses.** All expenses for set-up, security, maintenance and removal of the Drop-Box shall be borne by County.
4. **Indemnity.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, indemnify and hold Licensor free and harmless from and against claims which may be asserted against Licensor related to this License Agreement as a result of the negligence or wrongful acts of County, its officers, employees, or agents. Licensor shall defend, indemnify and hold County free and harmless from and against claims which may be asserted against County related to this License Agreement as a result of the negligence or wrongful acts of Licensor, its officers, employees, or agents.
5. **Condition of Licensed Area.** County acknowledges that it has accepted the Licensed Area in its present "AS IS" condition. Upon termination of this License Agreement County shall return the Licensed Area to the Licensor in the same condition as existed at the commencement of this License Agreement, reasonable wear and tear accepted.
6. **Insurance.** During the entire term of this License Agreement County shall, at its own expense, maintain a policy or policies of Commercial General Liability (CGL) Insurance, with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Such insurance shall be obtained through an insurance company licensed to do business in the State of Oregon. Upon demand, County shall provide a certificate of insurance to Licensor.
7. **Governing Law/Amendments; Certification.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and may be amended or otherwise modified only by written instrument duly executed by Licensor and County. Licensor and County hereby agree and certify that they have complied with the tax laws of the state of Oregon or any political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

8. Attorneys' Fees. In the event of any action, suite or proceeding, including appeal, is brought for failure to observe any of the terms of this License Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the remainder of the provisions of this License Agreement shall not be affected, but shall continue to remain valid and enforceable to the fullest extent permitted by law.

10. Termination of License Agreement. The License granted to Customer under this License Agreement is perpetual and will continue unless terminated as provided in this paragraph. This License Agreement may be terminated by either party upon 30 days written notice to the other party. Upon termination, County shall remove the Drop-Box and vacate Licensor's property within seven (7) business days.

11. Notice. Any notice required to be given will be in writing and either delivered personally or sent postage prepaid by certified US Mail, return receipt requested, addressed, if to Licensor, to City Manager at 555 S. Main St. Independence, OR 97351; and if to County, ATTN: County Clerk, 850 Main Street Dallas, Oregon 97338. Either party may, by written notice, designate a different address for notices.

12. Independent Contractors. Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided, neither party shall be, or shall hold itself out to be, the agent of the other party, and under no circumstance shall either party have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

13. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

**CITY OF INDEPENDENCE**

By: Kenna West  
(signature) Date: 2024.09.24  
16:48:06 -07'00'

(printed name)

City Manager  
(title)

**POLK COUNTY, OREGON**

Kim Williams  
Kim Williams, County Clerk

Date: 09/25/2024

Craig Pope, Chair, Board of Commissioners

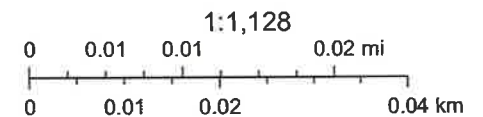
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# Polk County Webmap



9/24/2024, 3:39:07 PM

City Limits Taxlots 100 Scale



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,



**LICENSE AGREEMENT**  
**(Use of Property for Elections Drop-box)**

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and between Roth I.G.A. Foodliner, Inc. ("Licensor") and Polk County, a political subdivision of the State of Oregon, acting by and through its County Clerk and the Polk County Board of Commissioners ("the County" or "Licensee").

**RECITALS:**

- A. Licensor maintains a retail location at 1130 Wallace Rd. NW, Salem, Oregon 97304.
- B. The Polk County Clerk conducts elections within Polk County. All elections in Oregon are vote-by-mail where ballots are delivered or mailed to the County Clerk's office. The County Clerk desires to offer citizens a convenient depository for vote-by-mail ballots so that voters can avoid the expense of personal or mail delivery of the ballots. Licensor has offered to allow the County Clerk to use its property in the parking lot for location of a vote-by-mail drop-box. This License Agreement is to memorialize the agreement between Licensor and the County. NOW, THEREFORE,

**AGREEMENT:** In exchange for the mutual promises set forth below and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and County agree as follows:

1. **Effective Date.** This License Agreement is effective as of the last date set forth adjacent to the signatures of the parties below.
2. **License.** Licensor hereby grants County a personal, non-exclusive License to use its property at the Roth's Fresh Market at 1130 Wallace Rd. NW, Salem, Oregon 97304. for placement of a vote-by-mail drop-box ("Drop-Box"). A drawing depicting the authorized location is attached and incorporated as Exhibit "A" ("Licensed Area"). County's License for the use of the Licensed Area shall be restricted to use for a Drop Box permanently mounted on concrete. Licensor shall have no responsibility for security of the Drop Box or any ballots contained in the Drop-Box. County shall have reasonable access to the Licensed Area and to the Drop Box at all times during the term of this License Agreement.
3. **Expenses.** All expenses for set-up, security, maintenance and removal of the Drop-Box shall be borne by County.
4. **Indemnity.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, indemnify and hold Licensor free and harmless from and against claims which may be asserted against Licensor related to this License Agreement as a result of the negligence or wrongful acts of County, its officers, employees, or agents. Licensor shall defend, indemnify and hold County free and harmless from and against claims which may be asserted against County related to this License Agreement as a result of the negligence of wrongful acts of Licensor, its officers, employees, or agents.
5. **Condition of Licensed Area.** County acknowledges that it has accepted the Licensed Area in its present "AS IS" condition. Upon termination of this License Agreement County shall return the Licensed Area to the Licensor in the same condition as existed at the commencement of this License Agreement, reasonable wear and tear accepted.
6. **Insurance.** During the entire term of this License Agreement County shall, at its own expense, maintain a policy or policies of Commercial General Liability (CGL) Insurance, with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Such insurance shall be obtained through an insurance company licensed to do business in the State of Oregon. Upon demand, County shall provide a certificate of insurance to Licensor.
7. **Governing Law/Amendments; Certification.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and may be amended or otherwise modified only by written instrument duly executed by Licensor and County. Licensor and County hereby agree and certify that they have complied with the tax laws of the state of Oregon or any political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.



8. Attorneys' Fees. In the event of any action, suite or proceeding, including appeal, is brought for failure to observe any of the terms of this License Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the remainder of the provisions of this License Agreement shall not be affected, but shall continue to remain valid and enforceable to the fullest extent permitted by law.

10. Termination of License Agreement. The License granted to Customer under this License Agreement is perpetual and will continue unless terminated as provided in this paragraph. This License Agreement may be terminated by either party upon 30 days written notice to the other party. Upon termination, County shall remove the Drop-Box and vacate Licensors' property within seven (7) business days.

11. Notice. Any notice required to be given will be in writing and either delivered personally or sent postage prepaid by certified US Mail, return receipt requested, addressed, if to Licensors, to [REDACTED]; and if to County, ATTN: County Clerk, 850 Main St., Dallas, Oregon 97338. Either party may, by written notice, designate a different address for notices.

12. Independent Contractors. Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided, neither party shall be, or shall hold itself out to be, the agent of the other party, and under no circumstance shall either party have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

13. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

**ROTH I.G.A. FOODLINER, INC**

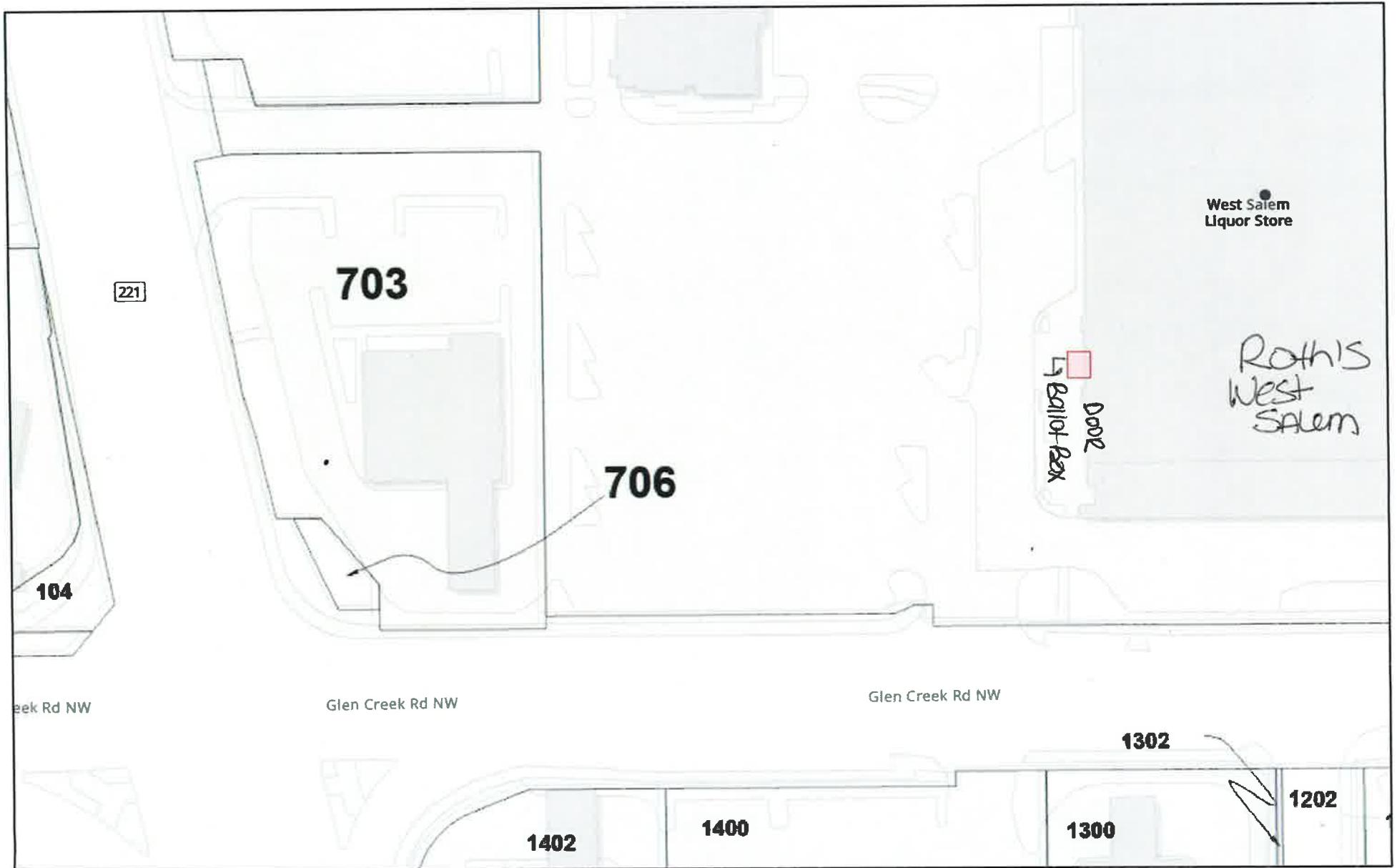
By: [Signature]  
(signature)  
Date: 9/23/24  
Tim Jennings  
(printed name)  
President  
(title)

**POLK COUNTY, OREGON**

[Signature]  
Kim Williams, County Clerk  
Date: 09/24/2024  
\_\_\_\_\_  
Craig Pope, Chair, Board of Commissioners  
Date: \_\_\_\_\_



# Polk County Webmap



9/24/2024, 4:18:38 PM

City Limits → 200 Scale  
 Taxlots → 100 Scale

1:1,128  
0 0.01 0.01 0.02 mi  
0 0.01 0.02 0.04 km

Esri Community Maps Contributors, City of Salem, Oregon, Oregon Metro, Oregon State Parks, State of Oregon GEO, © OpenStreetMap, Microsoft,

← Ballot Box Location





# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550  
Department: Health Services: Public Health Consent Calendar Date: October 02, 2024  
Contractor Name: Oregon Health Authority  
Address: 500 Summer Street NE, E-03  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: April 01, 2024 Through: March 31, 2025  
Contract Amount: \$56,500.00

## Background:

The Oregon Health Authority through RFGA 5922 had a funding opportunity for the Reproductive Health Programs (RH Program) to fill the gaps in funding and offset costs associated with providing reproductive health services by addressing staff shortages, increased services needs, and other program requirements, such as equipment and/or training. Polk County applied for that funding grant and IGA 184053 is the award.

## Discussion:

This RHCare Infrastructure grant is one time funding that will be used to offset costs for salaries and benefits of current staff providing RH Care services, costs associated with maintaining our current facility space and technology, as well as the provision of other clinical services, which may include services offered during outreach events in our rural areas, rapid STI tests, labs, condoms, and other clinical supplies.

## Fiscal Impact:

The total for this award is \$56,500 as expected for FY 24-25. Funding will be used to support current staff under Reproductive Health.

## Recommendation:

It is recommended that Polk County sign this IGA 184053 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

**Grant Agreement Number 184053**



**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “**OHA**,” and

**Polk County**  
**Acting by and through its Public Health Department**  
**182 SW Academy Street**  
**Dallas, Oregon 97338**  
**Attention: Kari Wilhite**  
**Telephone: 503-623-8175**  
**E-mail address: [hs.contracts@co.polk.or.us](mailto:hs.contracts@co.polk.or.us)**

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

The program to be supported under this Agreement relates principally to OHA’s

**Adolescent, Screenwise & Reproductive Health**  
**800 NE Oregon Street**  
**Portland, Oregon 97232**  
**Agreement Administrator: Rebecca Griesse or delegate**  
**Telephone: 971-413-0990**  
**E-mail address: [rebecca.griesse2@oha.oregon.gov](mailto:rebecca.griesse2@oha.oregon.gov)**

**1. Effective Date and Duration.** This Agreement shall become effective on **April 1, 2024** once all required signatures in Section 6., below have been obtained. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2025**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions
- (6) Exhibit E: Information Required by 2 CFR 200.332(a)(1)

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

**b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising



this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

**3. Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$56,500.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

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

☒ Recipient is a subrecipient ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.217**

**5. Recipient Information and Certification.**

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Polk County

Street address: 850 Main Street

City, state, zip code: Dallas, OR 97338

Email address: hs.contracts@co.polk.or.us

Telephone: ( 503 ) 623-9289 Fax: 503 ) 831-1726

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

Workers' Compensation Insurance Company: SAIF

Policy #: 100034815 Expiration Date: 07/01/2025

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

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

- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

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

**Polk County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Not required per OAR 137-045-0030(1)(b)*



**EXHIBIT A**  
**Part 1**  
**Program Description**

**1. Purpose**

The purpose of this Agreement is to provide Recipient with infrastructure support that is not provided in the fee-for-service structure for Oregon's Reproductive Health Program (RH Program). Understaffing, increased need, and program requirements make delivering RHCare challenging. Unfortunately, most of the RH Program's funders require their funding to be spent on direct services. However, the RH Program asked for, and received, Title X funding to distribute to the RHCare network for the purpose of bolstering clinic infrastructure.

The RH Program is dedicated to ensuring all people in Oregon have access to high-quality reproductive and sexual health services, knowledge, and resources through partnerships with clinics, community organizations, and policy makers. This funding is intended to reduce health disparities within a population that otherwise does not have access to reproductive health services.

**2. Allowable Expenses**

Funding must be used for the purposes of ensuring access to reproductive health services.

Acceptable use of funds includes but is not limited to:

- Costs associated with training staff
- Salaries/wages
- Costs associated with maintaining a clinic site (rent, renovations)
- Clinic equipment
- Costs associated with EHR systems (including upgrading costs)
- Translation/interpretation services
- Clinical services (including STI services, labs, supplies, etc.)

**3. Unallowable Expense**

Funding may not be used for:

- Vehicles or mobile units
- Surveillance equipment
- Abortion-related services.

**EXHIBIT A**  
**Part 2**  
**Disbursement and Financial Reporting**

**1. Disbursement of Grant Funds.**

- a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

OHA will disburse to Recipient one lump sum within 45 calendar days of the last signature on this Agreement.

**2. Expenditure Reporting Requirements**

Recipient must submit, by April 30, 2025, a final expenditure report explaining how the Recipient used the funds OHA will provide a form for expenditure report. If Recipient finds that funds will not be spent by expiration, Recipient must notify OHA not later than March 1, 2025 in order to extend the Agreement by written amendment. Notwithstanding any other provision of this Agreement, Recipient’s reporting obligation will survive termination of this Agreement.

**3. Travel Expense**

No travel expenses are authorized or approved under this Agreement.

## EXHIBIT B

### Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
- 2. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
- 3. Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Grant Funds; Disbursements.**
  - a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.
- 5. Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary

to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

**6. Ownership of Work Product.** Reserved.

**7. Contribution.**

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

This Section shall survive expiration or termination of this Agreement.

- 8. Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s

contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

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

**a. Default by Recipient.** Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. OHA’s Remedies for Recipient’s Default.** In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

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

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a

court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

**c. Termination.**

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
  - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. **Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
11. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to



perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

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

12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Assignment of Agreement, Successors in Interest.**
  - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
14. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
16. **No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
 500 Summer Street NE, E-03  
 Salem, OR 97301  
 Telephone: 503-945-5818  
 Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 21. Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
- 22. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## **EXHIBIT C**

### **Subcontractor Insurance Requirements**

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

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

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

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

### **INSURANCE TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

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

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

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

**COMMERCIAL GENERAL LIABILITY:**

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

**PROFESSIONAL LIABILITY:**

☒ **Required** ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

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

**EXCESS/UMBRELLA INSURANCE:**

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

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

**ADDITIONAL COVERAGE REQUIREMENTS:**

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

**ADDITIONAL INSURED:**

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

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## EXHIBIT D

### Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.
4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
  - a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".
8. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Reserved
11. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part

401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**14. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

**15. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**EXHIBIT E****Information Required by 2 CFR § 200.332(a)(1)**

1. Recipient Name: *(Must match the registered name associated with 3. below)* Polk County
2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - a. Name of federal awarding agency: OASH Grants and Acquisitions Management Division
  - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Health Authority, Adolescent, Screenwise & Reproductive Health.
  - c. Contact information for awarding official of pass-through entity: Becky Griesse
3. Recipient's Unique Entity Identifier (UEI): MSNMZ3DRBRN5
4. Federal Award Identification Number (FAIN): FPHPA006556
5. Federal award date: *(date of award to state by federal agency)* 3/24/22
6. Sub-award period of performance: Start Date: 4/1/24 End Date: 3/31/25
7. Sub-award budget period Start Date: 4/1/24 End Date: 3/31/25
8. Amount of federal funds obligated by this Agreement: \$56,500.00
9. \*Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$56,500.00
10. Total amount of the Federal Award committed to Recipient by pass-through entity: *(amount of federal funds from this FAIN committed to Recipient)* \$56,500.00
11. Federal award project description: Family Planning Services
12. Assistance Listings number and Title: 93.217  
Amount: \$46,778,381.00
13. Is award research and development? ☐ Yes ☒ No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414)*: 15%

\*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity from April 1, 2024 through March 31, 2025.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550  
Department: Health Services: Public Health Consent Calendar Date: October 02, 2024  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol Street NE, Room 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: July 15, 2024 Through: June 30, 2025  
Contract Amount: \$249,766.73

## Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This contract is the tenth amendment to the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

## Discussion:

This tenth amendment awards the remaining funding for Public Health Services for the 2024-25 fiscal year that were omitted in the previous amendment. The funding is comparable to last year and is as expected for the existing Program Elements.

## Fiscal Impact:

The total for this amendment is \$249,766.73 as expected for fiscal year 2024-25. Our staffing levels and programming remain status quo from what was anticipated in our budgeting process. The Public Health budget was prepared in anticipation of this funding.

## Recommendation:

It is recommended that Polk County sign amendment 10 for IGA 180027 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

**OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES****Agreement #180027**

**AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 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 Tenth Amendment (this “Amendment”) to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**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 2025 (FY25) 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 (FY25);

**AGREEMENT**

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:

1. This Amendment is effective on **July 15, 2024**, 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 A “Definitions”, Section 18 “Program Element” is hereby amended to add Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB- RECIPIENT (Y/N)</b>
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**PE12 - Public Health Emergency Preparedness and Response (PHEP)**

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

**PE46 - Reproductive Health**

<b>PE 46-05</b> RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
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- b. Exhibit B Program Elements **#12 “Public Health Emergency Preparedness and Response (PHEPR) Program”** and **#46 “Reproductive Health”** are hereby added by Attachment A attached hereto and incorporated herein by this reference.
- c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
- d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)” 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**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

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

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

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

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

*Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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



## Attachment A Program Element Descriptions

### **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.<sup>1</sup>

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

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

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

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

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>1</sup>
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of Equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.<sup>6</sup> Historically underserved and marginalized populations include but are not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call- down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Hospital Preparedness Program: (HPP)** Grant funding from the U.S. Department of Health and Human Services Administration for Strategic Preparedness & Response (ASPR) in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters.
- l. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- m. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a network in the U.S. of community-based volunteer units. LPHAs with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- n. **MRC-STTRONG:** Applicable only to LPHAs who have successfully been notified of their award as a sub-recipient of OHA's MRC-STTRONG application. STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health Equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during our fight against COVID-19.

- o. **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.<sup>7</sup>
  - p. **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.<sup>8</sup>
  - q. **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.<sup>9</sup>
  - r. **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.
  - s. **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.
  - t. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](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
				Population Health Direct services							

<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>												
<b>Planning</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Partnerships and MOUs</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Surveillance and Assessment</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Response and Exercises</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Training and Education</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

**Note: Emergency preparedness crosses over all foundational programs.**

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

Not applicable

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

Not applicable

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

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

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

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from

which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
  - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
  - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with Attachment 2 (Use of Funds), incorporated herein with this reference and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
  - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
  - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
  - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.<sup>10</sup>
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
  - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>10</sup>
    - (a) Prioritizing health Equity as referenced in [Section 4b](#).
    - (b) Coordination with community-based organizations.
    - (c) Development or expansion of child-focused planning and partnerships.
    - (d) Engaging field/area office on aging.
    - (e) Engaging behavioral health partners and stakeholders.

- (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
- (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>10</sup>
- (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.
- (7) As applicable for MRC-STTRONG recipients only, LPHA shall coordinate with the MRC Unit Coordinator, volunteers, the OHA MRC State Program Office, the National MRC Program, community partners, and any other necessary stakeholders for the duration of the MRC-STTRONG project period (June 1, 2023 – May 31, 2025).
- (8) As applicable for HPP recipients only, LPHA shall coordinate with the HPP Regional Emergency Coordinator at the OHA MRC State Program Office for the duration of the HPP project period (July 1, 2023 – June 30, 2024).
- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.<sup>1</sup>
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
  - (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises.
    - (d) Community Education and Outreach and Partner Collaboration.
    - (e) Administrative and Fiscal activities.
  - (2) Activities should include or address health Equity considerations as outlined in [Section 4b](#).
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE- 12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required

exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

**h. 24/7/365 Emergency Contact Capability:**

- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
  - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
  - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>2</sup>
  - (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.<sup>2</sup>
  - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
  - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

**i. HAN:**

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
  - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b) Complete appropriate HAN training for their role.
  - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).



- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.<sup>2</sup>
  - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
  - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.
- j. **Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.<sup>1</sup> The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
  - (2) Address health Equity considerations as outlined in Section 4b.
  - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
  - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
  - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
  - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
  - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.

- (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
- (a) **Exercise:**
- LPHA must:**
- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
  - Involve two or more participants in the planning process.
  - Involve two or more public health staff and/ or related partners as active participants.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (b) **Incident:**
- During an incident, LPHA must:**
- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (9) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>2</sup>
- (10) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>1</sup> the Public Health Accreditation Board<sup>9</sup>, and the National Incident Management System.<sup>7</sup> The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
- (b) Identify and train appropriate LPHA staff<sup>11</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- k. **Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>7</sup>

- l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1)** LPHA must establish and maintain at a minimum the following plans:
    - (a)** Base Plan.
    - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>12</sup>
    - (c)** Continuity of Operations Plan (COOP)<sup>10</sup>
    - (d)** Communications and Information Plan.
  - (2)** All plans, annexes, and appendices must:
    - (a)** Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
    - (b)** Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
    - (c)** Be functional and operational by June 30, 2023,<sup>10</sup>
    - (d)** Comply with the NIMS,<sup>7</sup>
    - (e)** Include a record of changes that includes a brief description, the date, and the author of the change made, and
    - (f)** Include health Equity considerations as outlined in [Section 4b](#).
- m. MRC-STTRONG:** Any deliverables resulting from this project should recognize ASPR, OHA, and MRC sponsoring organizations for their respective contributions to the body of work.
- (1) Roles and responsibilities**

**LPHA shall:**

    - (a)** Manage the approved MRC-STTRONG projects identified in finalized MRC-STTRONG application. Before use of the federal ASPR logo, LPHA must consult with the OHA MRC State Program.
    - (b)** Participate in an annual OHA MRC State Program check-in: LPHA shall attend two check-in meetings with OHA MRC State Program and other sub-recipients to provide progress reports and engage collaboratively with other units for resource sharing.
    - (c)** Complete performance measurement and evaluation tasks including the quarterly and annual reporting, LPHA status report (spent/unspent/encumbered), , and annual check-ins with the OHA MRC State Program Office.
  - (2) Deliverables:**
    - (a)** Standard Workplan: LPHA shall populate and maintain a workplan template provided by the OHA MRC State Program Office.
      - This workplan must be referenced during the two annual OHA MRC State Program check-ins to discuss and monitor progress.
      - As applicable, the workplan must integrate steps that incorporate population and membership driven methodologies for resource allocations that center equitable distribution of material or consumable resources and training resources.

- (b) Reporting Requirement: LPHA shall submit all required reports and any additional reporting as requested, throughout the course of the project.
- (c) LPHA shall present monthly to the MRC Unit Coordinator network during the 1st year (7/1/2023-6/30/2024) and at least once to the coordinator in the 2<sup>nd</sup> year of the project (7/1/2024-6/30/2025), regarding progress or outcomes of their project.
- (d) National preparedness network abstracts: LPHA is *encouraged* to submit abstracts to present at state and national preparedness conferences and other technical assistance resource sharing platforms.
  - **Limitations and Restrictions:** The following special conditions are in place for the Terms and Conditions of funding under this Program Element PE12-04: Purchase of uniforms: These supplies must meet the guidelines established for use as personal protective equipment found in “MRC Safety Equipment Guidelines for MRC-STTRONG Awardees” in Attachment 4 which is incorporated herein with this reference.
  - Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC- STTRONG Project Team on the logo use guidelines.
- (e) **Change Approval Requirements:** Any deviations from what was approved in the original application (for example, key personnel changes, work plan changes, budget changes) must be reviewed and approved by the OHA MRC State Program Office, Grants Management Specialist and the ASPR’s Project Officer. Contact the OHA MRC State Program Office to initiate workplan/budget changes.

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

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

- a. **MRC-STTRONG:** LPHA have the following expectations for revenue and expense reporting:
- (1) **Annual Federal Financial Report:** Due to the OHA MRC State Program Office
  - (2) **LPHA Status Report:** Due to the OHA MRC State Program Office no later than March 2, 2025. The LPHA Status Report communicates the status of allocated funds (spent/unspent/encumbered) 3-months prior to end of project period (March 2, 2025). The OHA MRC State Program will provide a reporting template to LPHA.

## 6. Reporting Requirements.

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
  - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
- h. **MRC-STTRONG LPHA Progress Reports:** These required reports aim to capture impact of MRC STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC STTRONG goals](#), and [expanded emergency preparedness and response capabilities](#).
  - (1) **Annual Progress Reports:** If LPHA is funded under this PE12-04, LPHA shall submit annual program reports. As part of the progress report financial information will be reported both per major category of expense and by objective. OHA ASPR will provide a template for these reports.
    - (a) Scheduled Due Dates for annual reports from LPHA to the MRC State Program (OHA-PHD):

STTRONG Budget Period	Annual Report Due Date
2023 - 2024	August 1, 2024
2024 - 2025	August 1, 2025

- (2) **Quarterly Progress Reports:** LPHA, if funded under this PE12-04 shall submit quarterly program progress reports. As part of the progress report financial information will be reported both per major category of expense and by objective. ASPR will provide a template for these reports.

- (a) Scheduled Due Dates for quarterly reports from LPHA to the MRC State Program (OHA-PHD):

BP Quarter	Quarter Period	Quarterly Report Due Date
<b>2023 - 2024 Budget Period</b>		
1	June – August	September 15, 2023
2	September – November	December 15, 2023
3	December – February	March 15, 2024
4	March – May	June 14, 2024
<b>2024 - 2025 Budget Period</b>		
1	June – August	September 13, 2024
2	September – November	December 13, 2024
3	December – February	March 14, 2025
4	March – May	June 13, 2025

- (3) **Other MRC-STTRONG Reports:** Additional reports may apply to LPHA’s project. OHA will contact you if it requires additional information to be submitted to ASPR.

- (a) **MRC National Website:** For any activities reported in the MRC activity reporting system that are affiliated with your MRC-STTRONG project, please include key words “MRC-STTRONG” in the activity report and/or description.
- (b) **Other Reporting Requirements** as identified by OHA throughout the project period.

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.<sup>1</sup>

ATTACHMENT 1\*<sup>1</sup>

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

\* A fillable template is available from a HSPR REC



## **Attachment 2: Use of Funds**

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

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

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

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

## ATTACHMENT 3\*

## Incident/Exercise Summary Report

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

<b>Improvement Plan</b> <i>To be completed with action review</i> <i>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

## Attachment 4

U.S. Department of Health &amp; Human Services



## MRC Safety Equipment Guidelines for MRC-STTRONG Awardees:

**Purpose:** These guidelines are intended to provide guidance on the purchase and use of Medical Reserve Corps (MRC) personal protective equipment (PPE) and force protection items under the Funding Opportunity: MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards. These guidelines apply to PPE and force protection purchases with **MRC-STTRONG Awards funding only**.

**Important Note:** All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

- 1) Safety equipment must fall under the purposes of personal protective equipment, security, and/or identification during a planned or unplanned event where MRC personnel are deployed.
  - a) Personal protective equipment: MRC personnel may need personal protective equipment (PPE) to keep them safe during natural disasters, biological hazards, accidental releases, infectious disease outbreaks, and terrorism events. PPE can be used to minimize worker exposure to hazards, but they are the last line of defense after engineering controls and administrative controls.
    - i) Emergency response-type PPE is classified into four levels, ranging from the most protective (Level A) to the least protective (Level D). Workers must be trained on the conditions that require PPE and the procedures to prevent and reduce exposure, including decontamination and proper disposal procedures. LEVEL A\* Highest level of respiratory, skin, and eye protection. LEVEL B\* Highest level of respiratory protection with a lower level of skin protection. LEVEL C\* Same level of skin protection as Level B, with a lower level of respiratory protection. LEVEL D\* No respiratory protection and only minimal skin protection.<sup>1</sup>
  - b) Security and Identification: MRC security/identification items should only be used and worn by MRC leadership and volunteers who have been identified and vetted by their housing organization. Wearing MRC-identified items allows MRC personnel to be easily identified during an unplanned or planned event where MRC volunteers are deployed.
- 2) PPE and force protection items must be returned to the originating distribution office or program after the volunteer tenure has ended.
- 3) Purchased items must meet the classifications as described above under PPE and/or must be worn for security or identification purposes. All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

<sup>1</sup> U.S. Department of Labor, Occupational Safety and Health Administration (OSHA): [PPE for Emergency Response and Recovery Workers](#) and [General Description and Discussion of the Levels of Protection and Protective Gear](#)

## References

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**Program Element # 46: Reproductive Health****OHA Program Responsible for Program Element:**

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

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

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

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

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

2. **Definitions Specific to Reproductive Health.**

Not applicable.

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

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

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

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

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

Not Applicable

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

Not Applicable

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

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



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

<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.**

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

7. **Performance Measures.**

Not applicable

## Attachment 1

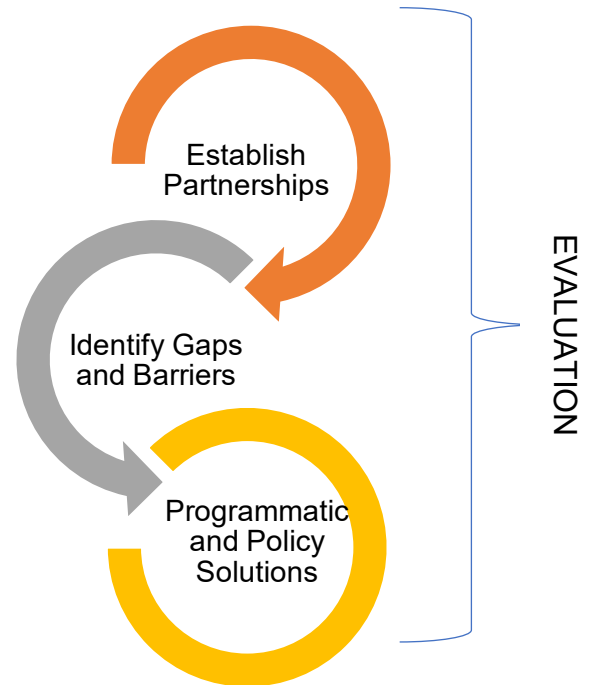
**Reproductive Health Program – FY 24 Local Program Plan Guidance**  
**Community Partnerships and Assurance of Access to Reproductive Health Services**

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

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

**Instructions**

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



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

**Program Component 1: Partnerships and Community Engagement**

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

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

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

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

**Program Component 1 – Example Objectives:**

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

**Program Component 2: Gaps and Barriers to RH Services**

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

**Program Component 2 - Example Objectives:**

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

**Program Component 3: Programmatic and/or Policy Solutions**

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

**Program Component 3 - Example Objectives:**

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

## Attachment 2

## Local Program Budget Template

OREGON HEALTH AUTHORITY

Fiscal Year: \_\_\_\_\_

Program Element #46

Reproductive Health Program

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

Budget period From: \_\_\_\_\_

To: \_\_\_\_\_

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

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

Prepared by (print name)

Email

Telephone

## ATTACHMENT B

**Exhibit C**  
**Financial Assistance Award (FY25)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Polk County  Street: 182 SW Academy, Suite 302 City: Dallas State: OR    Zip: 97338-1900	<b>2) Issue Date</b>	<b>This Action</b>
	Monday, July 15, 2024	Amendment
	<b>3) Award Period</b>	FY 2025
	From July 1, 2024 through June 30, 2025	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$111,703.00	\$0.00	\$111,703.00
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$83,172.00	\$83,172.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$7,857.14	\$0.00	\$7,857.14
PE40-01	WIC NSA: July - September	\$56,191.00	\$0.00	\$56,191.00
PE40-02	WIC NSA: October - June	\$168,574.00	\$0.00	\$168,574.00
PE40-05	Farmer's Market	\$2,225.00	\$0.00	\$2,225.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$9,599.00	\$9,599.00
PE42-04	MCAH Babies First! General Funds	\$10,670.00	\$0.00	\$10,670.00
PE42-11	MCAH Title V	\$35,516.00	\$0.00	\$35,516.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,583.00	\$0.00	\$2,583.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$115,036.00	\$0.00	\$115,036.00
PE44-01	SBHC Base	\$0.00	\$60,000.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00

**4) OHA Public Health Funds Approved**

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$17,849.96	\$17,849.96
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,679.00	\$0.00	\$12,679.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$515,302.00	\$21,144.95	\$536,446.95
PE51-05	CDC PH Infrastructure Funding	\$72,359.00	\$0.00	\$72,359.00
PE63	MCAH LPHA Community Lead Organizations	\$50,000.00	\$56,483.00	\$106,483.00
		\$1,237,695.14	\$249,766.73	\$1,487,461.87

**5) Foot Notes:**

PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.

**6) Comments:**

PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$11,238 on Nutrition Ed, \$1,858 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$33,715 on Nutrition Ed, \$5,575 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE51-05	7/2024: Funding total is split over 60 months for the period of 12/1/22-11/30/27.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

**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

## Exhibit J

## Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)

**PE01-12 ACDP Infection Prevention Training**

Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/1/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	531508255
Project Description:	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$1,517.82	\$1,517.82

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	06/11/24
Budget Performance Period:	07/01/2024-06/30/2025
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8465953
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53564
Index:	50407

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$83,172.00	\$83,172.00



PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification Number:	FPHPA006556
Federal Award Date:	03/19/24
Budget Performance Period:	04/01/2024-03/31/2025
Awarding Agency:	DHHS
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	4960500.81
Project Description:	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52789
Index:	50333

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$17,849.96	\$17,849.96



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550  
Department: Health Services: Public Health Consent Calendar Date: October 02, 2024  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol Street NE, Room 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: August 01, 2024 Through: June 30, 2025  
Contract Amount: \$23,060.00

## Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This contract is the eleventh amendment to the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

## Discussion:

This eleventh amendment increases the award to PE43-01 PHP-Immunization Services in the amount of \$23,060. No other changes noted.

## Fiscal Impact:

The total for this amendment is \$23,060 for fiscal year 2024-25. This funding supports the current programming and staffing levels.

## Recommendation:

It is recommended that Polk County sign amendment 11 for IGA 180027 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

**OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES****Agreement #180027-11**

**AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 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 Eleventh Amendment (this “Amendment”) to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) 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 (FY25);

**AGREEMENT**

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:

1. This Amendment is effective on **August 1, 2024**, 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 C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY25) is amended to add to the federal award information datasheet as set forth in Attachment B, 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**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

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

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

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

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

*Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Financial Assistance Award (FY25)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Polk County  Street: 182 SW Academy, Suite 302 City: Dallas State: OR    Zip: 97338-1900	<b>2) Issue Date</b> Thursday, August 1, 2024	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2024 through June 30, 2025	FY 2025

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$111,703.00	\$0.00	\$111,703.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$83,172.00	\$0.00	\$83,172.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$7,857.14	\$0.00	\$7,857.14
PE40-01	WIC NSA: July - September	\$56,191.00	\$0.00	\$56,191.00
PE40-02	WIC NSA: October - June	\$168,574.00	\$0.00	\$168,574.00
PE40-05	Farmer's Market	\$2,225.00	\$0.00	\$2,225.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$9,599.00	\$0.00	\$9,599.00
PE42-04	MCAH Babies First! General Funds	\$10,670.00	\$0.00	\$10,670.00
PE42-11	MCAH Title V	\$35,516.00	\$0.00	\$35,516.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,583.00	\$0.00	\$2,583.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$115,036.00	\$23,060.00	\$138,096.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00
PE46-05	RH Community Participation & Assurance of Access	\$17,849.96	\$0.00	\$17,849.96
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,679.00	\$0.00	\$12,679.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$536,446.95	\$0.00	\$536,446.95
PE51-05	CDC PH Infrastructure Funding	\$72,359.00	\$0.00	\$72,359.00
PE63	MCAH LPHA Community Lead Organizations	\$106,483.00	\$0.00	\$106,483.00
		\$1,487,461.87	\$23,060.00	\$1,510,521.87

**5) Foot Notes:**

PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.
PE40-05	8/2024: Prior Footnote Null and Void

**6) Comments:**

PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$11,238 on Nutrition Ed, \$1,858 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$33,715 on Nutrition Ed, \$5,575 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE51-05	7/2024: Funding total is split over 60 months for the period of 12/1/22-11/30/27.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

**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	

*Federal Reporting Information on following page.*

**Attachment B****Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)****PE43-01 Public Health Practice (PHP) - Immunization Services**

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	08/05/21	06/27/24
Budget Performance Period:	7/1/2024-6/30/2025	7/1/2023-6/30/25
Awarding Agency:	CDC	CDC
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,627,576	6504660
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Jason Rothbard	Jason Rothbard
Indirect Cost Rate:	17.64	17.79
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53856	53599
Index:	50404	50404

Agency	UEI	Amount	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$115,036.00	\$23,060.00	\$138,096.00