MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, August 5, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

HEALTH AND HUMAN SERVICES

1. Approve Amendment #9 to reinstate an incoming funds Intergovernmental Agreement with the Oregon Health Authority and add $5,991,920.96 for the following public health Program Elements (PE), for a new contract total of $14,538,915.79, through June 30, 2027:

- PE01-01 - State Support for Public Health;
- PE12-01 - Public Health Emergency Preparedness and Response;
- PE13 - Tobacco Prevention and Education Program;
- PE36 - Alcohol and Drug Prevention Education Program;
- PE36-01 – Opioid Settlement Prevention, Treatment, and Recovery (OSPTR) Board Primary Prevention Funding;
- PE40-01 – Women, Infants, and Children (WIC) – Nutrition Services Administration (NSA), July through September;
- PE40-02 – WIC - NSA, October through June;
- PE40-05 - Farmer's Market;
- PE42-03 – Maternal Child and Adolescent Health (MCAH) Perinatal General Funds and Title XIX;
- PE42-04 – MCAH Babies First! General Funds;
- PE42-11 - MCAH Title V;
- PE 43-01 - Public Health Practice (PHP), Immunization Services;
- PE50 - Safe Drinking Water Program;
- PE51-01 - Local Public Health Authority (LPHA) Leadership, Governance, and Programs;
- PE81-01 - HIV/STI Statewide Services (HSSS), Federal Funds; and
- PE81-02 - HSSS Program.

PUBLIC WORKS

2. Approve the Construction Contract with North Santiam Paving Co. to utilize Safe Routes To School (SRTS) grant funding in the amount of $157,792, with no county match required, for the construction of pedestrian safety enhancements on a portion of Brown Road near Scott Elementary School, through September 30, 2027.

SHERIFF'S OFFICE

3. Approve the incoming funds Intergovernmental Agreement with the City of Sublimity in the amount of $129,822.72 to provide law enforcement services on an as-needed, overtime basis to support public safety services within the city's limits through June 30, 2027.

ACTION

BOARD OF COMMISSIONERS

Board Committee Appointment – Marion Water Quality Advisory Committee

4. Consider approval of an order appointing Lyle Schellenberg as Vice-Chair to the Marion County, Marion Water Quality Advisory Committee (MWQAC) with a term ending August 5, 2028. –Stephanie Pulvers

PUBLIC HEARINGS
Starting no earlier than 9:00 a.m.

None.

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/5/26

Department: Health & Human Services

Title: Public Health OHA IGA#185823

Management Update/Work Session Date: 7/21/26 **Audio/Visual aids** ☐

Time Required: 10 **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action:

Approve Amendment Nine to Oregon Health Authority IGA #185823, increasing funding to Marion County Health and Human Services by $5,991,920.96 for 2025–2027 public health services.

Issue, Description & Background:

Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Amendment Nine to increase funding under OHA IGA #185823 for the following Public Health Program Elements (PEs): PE01-01 State Support for Public Health ($448,699.00); PE12-01 Public Health Emergency Preparedness and Response ($33,467.46); PE13 Tobacco Prevention and Education Program ($425,000.00); PE36 Alcohol & Drug Prevention Education ($66,368.00); PE36-01 OPSTR Board Primary Prevention Funding ($291,941.43); PE40-01 WIC NSA: July–September ($330,577.00); PE40-02 WIC NSA: October–June ($991,730.00); PE40-05 Farmer's Market ($7,991.00); PE42-03 MCAH Perinatal General Funds & Title XIX ($34,049.00); PE42-04 MCAH Babies First! General Funds ($37,850.00); PE42-11 MCAH Title V ($31,837.00); PE42-11 MCAH Title V ($95,510.00); PE43-01 Public Health Practice (PHP) – Immunization Services ($102,712.00); PE50 Safe Drinking Water (SDW) Program (Vendors) ($156,487.80); PE51-01 LPHA Leadership, Governance and Program ($2,162,655.27); PE81-01 HIV/STI Statewide Services (HSS) Federal Funds ($132,533.00); and PE81-02 HIV/STI Statewide Services (HSS) Program ($642,513.00), for a total funding increase of $5,991,920.96.

Financial Impacts:

This amendment increases the revenue available to Marion County Health and Human Services for the 2025–2027 biennium to support contracted and operated public health services. The increase is funded through Oregon Health Authority allocations for specific Public Health Program Elements (PEs).

Impacts to Department & External Agencies:

NA

List of attachments: Amendments 9-1, Original

Presenter: Carol Heard/Troy Gregg

Department Head Signature:

Troy Gregg (Jul 13, 2026 13:38:24 PDT)

Contract Review Sheet

Intergovernmental Agreement **HE-6717-25 - Am9**

Title: **Public Health OHA IGA#185823**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Sandra Fixsen** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 30, 2027**

Original Contract Amount: **$ 5,865,402.80** Previous Amendments Amount: **$ 2,681,592.03**

Current Amendment: **$ 5,991,920.96** New Contract Total: **$ 14,538,915.79** Amd% **148%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Amendment Nine to increase funding under OHA IGA #185823 for the following Public Health Program Elements (PEs): PE01-01 State Support for Public Health ($448,699.00); PE12-01 Public Health Emergency Preparedness and Response ($33,467.46); PE13 Tobacco Prevention and Education Program ($425,000.00); PE36 Alcohol & Drug Prevention Education ($66,368.00); PE36-01 OPSTR Board Primary Prevention Funding ($291,941.43); PE40-01 WIC NSA: July–September ($330,577.00); PE40-02 WIC NSA: October–June ($991,730.00); PE40-05 Farmer's Market ($7,991.00); PE42-03 MCAH Perinatal General Funds & Title XIX ($34,049.00); PE42-04 MCAH Babies First! General Funds ($37,850.00); PE42-11 MCAH Title V ($31,837.00); PE42-11 MCAH Title V ($95,510.00); PE43-01 Public Health Practice (PHP) – Immunization Services ($102,712.00); PE50 Safe Drinking Water (SDW) Program (Vendors) ($156,487.80); PE51-01 LPHA Leadership, Governance and Program ($2,162,655.27); PE81-01 HIV/STI Statewide Services (HSS) Federal Funds ($132,533.00); and PE81-02 HIV/STI Statewide Services (HSS) Program ($642,513.00), for a **total funding increase of $5,991,920.96**.

Desired BOC Session Date:	**8/5/2026**	Contract should be in DocuSign by:	**7/15/2026**
Agenda Planning Date	**7/23/2026**	Printed packets due in Finance:	**7/21/2026**
Management Update	**7/21/2026**	BOC upload / Board Session email:	**7/22/2026**
BOC Session Presenter(s)	**Carol Heard & Troy Gregg**		Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	07/13/2026	Kristina Ballow (Jul 13, 2026 09:43:34 PDT)	07/13/2026
Finance - Contracts	Date	Contract Specialist	Date
Jennifer Rogers Jennifer Rogers (Jul 21, 2026 13:07:23 PDT)	07/21/2026	Jan Fritz Jan Fritz (Jul 21, 2026 15:27:44 PDT)	07/21/2026
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-6717-25 Am9

Date: 7/15/26
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Reinstatement

Marion County Health and Human Services is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Oregon Health Authority for Public Health OHA IGA#185823 with a value of $14,538,915.79 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 6/30/2027.

A. BACKGROUND

The parties acknowledge that the 2025–2027 Intergovernmental Agreement originally effective July 1, 2025, was inadvertently superseded before execution of the intended amended and restated agreement. By executing this Amended and Restated 2025–2027 Intergovernmental Agreement, the parties reaffirm and continue their contractual relationship without interruption. This Agreement is effective as of its effective date, supersedes the Original Agreement prospectively, and does not affect the validity of, or the parties' rights and obligations with respect to, Work performed under the Original Agreement before the effective date of this Agreement.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

The reinstatement is necessary to continue the parties' contractual relationship under the Amended and Restated 2025–2027 Intergovernmental Agreement without interruption and to consolidate the agreed-upon revisions into a single governing document. The reinstatement does not alter the validity of Work performed under the Original Agreement before the effective date of the Amended and Restated Agreement.

Submitted by:

Kristina Ballow (Jul 15, 2026 10:54:26 PDT)

Kristina Ballow
Health and Human Services

Reviewed by:

Contracts & Procurement

Acknowledged by:

Troy Gregg
Troy Gregg (Jul 15, 2026 15:36:07 PDT)

Department Head

Acknowledged by:

Jan Fritz
Jan Fritz (Jul 21, 2026 15:27:44 PDT)

Jan Fritz, CAO

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

AGREEMENT #185823-9

AMENDED & RESTATED 2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Amended and Restated 2025-2027 Intergovernmental Agreement (this "Agreement") fully amends and restates 2025-2027 Intergovernmental Agreement, originally adopted effective July 1, 2025 (as it may have been modified, the "Original Agreement") between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and the Local Public Health Authority for Marion County, ("LPHA"). This Agreement does not affect the terms and conditions for Work under the Original Agreement prior to the effective date of this Agreement.

RECITALS

WHEREAS, the first fiscal year of the Original Agreement's Financial Assistance Award will expire June 30, 2026, OHA will be amending the Financial Assistance Award (as provided in Exhibit C) to extend funding through the second year of the Original Agreement, provide the awarded Program Elements (as provided in Exhibit B), and update the funding amounts in the Information Required by 2 CFR Subtitle B (Exhibit J);

WHEREAS, ORS 431.110, 431.115 and 431.413 authorize OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, if OHA is acquiring services for the purpose of responding to a state of emergency or pursuant to a Major Disaster Declaration from FEMA. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2026, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2027.

2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

   This Agreement without Exhibits

   Exhibit A Definitions
   Exhibit B Program Element Descriptions
   Exhibit C Financial Assistance Award
   Exhibit D Special Terms and Conditions
   Exhibit E General Terms and Conditions
   Exhibit F Standard Terms and Conditions
   Exhibit G Required Federal Terms and Conditions
   Exhibit H Required Subcontract Provisions
   Exhibit I Subcontractor Insurance
   Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

   All of the above exhibits are incorporated by reference into this Agreement. LPHA agrees to conduct the services listed in the Financial Assistance Award of Exhibit C as more specifically described in the Program Elements of Exhibit B, according to the terms of Exhibits D-I. 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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

3. Signatures.

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

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

Marion County Local Public Health Authority

By: See County Signature Page

Name: _____

Title: _____

Date: _____

Department of Justice – Approved for legal sufficiency

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 29, 2026, copy of email approval in Agreement file.

Reviewed by:
OHA Public Health Administration

By: _____

Name: Rolonda Widenmeyer *(or designee)*

Title: Program Support Manager

Date: _____

SIGNATURE PAGE FOR
PUBLIC HEALTH OHA IGA#185823 - HE-6717-25
AMENDMENT 9
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	Troy Gregg (Jul 13, 2026 13:38:24 PDT)	07/13/2026
	Department Director or designee	Date
Authorized Signature:	Jan Fritz (Jul 21, 2026 15:27:44 PDT)	07/21/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	Jennifer Rogers (Jul 21, 2026 13:07:23 PDT)	07/21/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:		07/13/2026
	Marion County Contracts & Procurement	Date

EXHIBIT A
DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **"Agreement"** means this 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services.

2. **"Agreement Settlement"** means OHA's reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.

3. **"Allowable Costs"** means the costs described in 2 CFR Part 200 (formerly 45 CFR Part 75), as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.

4. **"Assistance Listing #"** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.

5. **"Claim"** has the meaning set forth in Section 1 of Exhibit F.

6. **"Conference of Local Health Officials" or "CLHO"** means the Conference of Local Health Officials created by ORS 431.330.

7. **"Contractor"** or **"Sub-Recipient"** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 "Program Element" below.

8. **"Federal Funds"** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.

9. **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. For all Program Elements except PE 03, costs are covered in whole or in part with financial assistance shown in the award balance column in Exhibit C, "Financial Assistance Award," of this Agreement. For PE 03, costs are covered in whole or in part

with financial assistance as described in the footnote of Exhibit C, "Financial Assistance Award," of this Agreement.

10. **"Grant Appeals Board"** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.

11. **"HIPAA Related"** means the requirements in Exhibit D, Section 2 "HIPAA/HITECH Compliance" applied to a specific Program Element.

12. **"LPHA"** has the meaning set forth in ORS 431.003.

13. **"LPHA Client"** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

14. **"Medicaid"** means federal funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **"Misexpenditure"** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:

a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200 (formerly 45 CFR Part 75), as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200 (formerly 45 CFR Part 75) as applicable, or any other authority that governs the permissible expenditure of such funds; or

c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.

16. **"Oregon Health Authority" or "OHA"** means the Oregon Health Authority of the State of Oregon.

17. **"Overexpenditure"** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, "Special Terms and Conditions."

18. "Program Element" means any one of the following services or group of related services as described in Exhibit B "Program Element Descriptions", in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement.

2025-2027 PROGRAM ELEMENTS (PE)

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 – State Support for Public Health					
PE 01-01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE 01-07 ELC ED Contact Tracing	FF	Oregon 2020 Epidemiology and Laboratory Capacity for the Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y
PE 01-09 COVID-19 Active Monitoring - ELC	FF	Oregon 2020 Epidemiology and Laboratory Capacity for the Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y
PE 01-12 ACDP Infection Prevention Training	FF	Oregon 2020 Epidemiology and Laboratory Capacity for the Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	N
PE 03 – Tuberculosis Case Management					
PE 03 Tuberculosis Case Management	GF	N/A	N/A	N	N
	FF	Tuberculosis Control & Elimination with Laboratory Services for the State of Oregon	93.116	N	N

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 12 – Public Health Emergency Preparedness and Response (PHEP)					
PE 12-01 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
	OF	N/A	NA	N	N
	FF	Oregon Hospital Preparedness Program	93.889	N	Y
PE 13 – Tobacco Prevention and Education Program (TPEP)					
PE 13 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
PE 36 – Alcohol Drug Prevention Education Program					
PE 36 Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
PE36-01 OSTPR Board Primary Prevention Funding	OF	N/A	N/A	N	N
PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children					
PE 40-01 WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-02 WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-03 BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE 40-04 BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE40-05 Farmer's Market	GF	N/A	N/A	N	N

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 42 Maternal, Child and Adolescent Health (MCAH) Services					
PE 42-03 Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	N/A	N	N
PE 42-04 Babies First! General Funds	GF	N/A	N/A	N	N
PE 42-11 Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
PE 42-12 Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
PE 43 – Immunization Services					
PE 43-01 Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
PE 43-07 School Law	GF	N/A	N/A	N	N
PE 50 Safe Drinking Water Program					
PE 50 Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	OF	N/A	N/A	N/A	N/A
	GF	N/A	N/A	N/A	N/A
PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation					
PE 51-01 Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
PE 51-02 Regional Partnership Implementation	GF	N/A	N/A	N	N
PE 51-05 CDC PH Infrastructure Funding	FF	CDC's Collaboration with Academia to Strengthen Public Health	93.967	N	Y

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 81 – HIV/STI Statewide Services (HSSS)					
PE81-01 HIV/STI Statewide Services (HSSS) Federal Funds	FF	HIV Prevention Activities Health Department Based	93.940	N	Y
PE81-02 HIV/STI Statewide Services (HSSS) Program Income	GF	N/A	N/A	N	N
Rural Health Transformation Funding					
PE 82 - Rural Health Transformation Program	FF	Oregon rural Health Transformation Program	93.798	N	Y
PE 82-01 - Rural Health Transformation Program	FF	Oregon Rural Health Transformation Program	93.798	N	Y

Fund Types:
GF means State General Fund dollars.
OF means Other Fund dollars.
FF means Federal Funds.

19. **"Program Element Description"** means a description of the services required under this Agreement, as set forth in Exhibit B.

20. **"Subcontract"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3.

21. **"Subcontractor"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.

22. **"Sub-Element"** means one of a related group of services within a Program Element. Each Sub-Element has a separate funding stream and has expenditures that must be reported separate from other Sub-Elements on the Financial Assistance Report.

23. **"Underexpenditure"** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. Description.

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

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. The work in this Program Element is also in furtherance of the Oregon Health Authority's strategic goal of eliminating health inequities by 2030.

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 Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to State Support for Public Health

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.

b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.

c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).

d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at 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	Access to clinical preventive: Population Health	Access to clinical preventive: Direct	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*						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	

Program Components	Foundational Program					Foundational Capabilities						
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates
- Adult influenza vaccination rates for ages 65+

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

- Priority Area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital cases of syphilis averted
  - Percent of cases interviewed
  - Percent completion of Centers for Disease Control and Prevention Core variables
  - Percent of cases treated with appropriate regimen within 14 days
- Priority Area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities

- Demonstrated actions with health care providers or pharmacists to improve access to vaccination
- Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
- Demonstrated outreach and educational activities conducted with community partners

4. Procedural and Operational Requirements.

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

a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

(1) If OHA has entered into an agreement with a Federally Recognized Tribe in Oregon or the Northwest Tribal Epidemiology Center for the purposes of receiving reports of reportable diseases and investigating cases of reportable diseases, as allowed under Senate Bill 841 (2025), LPHA must coordinate with the Tribe if the Tribe's service area includes the geographic area within the LPHA's jurisdiction, and with the Northwest Tribal Epidemiology Center if working on behalf of a Tribe. OHA will notify LPHA of the Tribes that have these agreements, and will provide technical assistance to LPHA and Tribes to support coordination.

c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.

f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA to support surge capacity in counties who have transferred LPHA authority to OHA. This funding is limited to the Referral Partner for Communicable Disease Testing and Treatment activities outlined below:

LPHA must:

(1) Provide communicable disease testing and follow up treatment, if needed, for individuals identified by OHA as having a reportable disease or having been exposed through an OHA case investigation.

(2) Use Oregon State Public Health Laboratory for communicable disease testing.

(3) Support OHA, to the extent it is able, in responding to congregate care reportable disease outbreaks requiring on-site testing and/or treatment.

(4) Participate in planning meetings and exercises with OHA, to the extent it is able, to maintain sufficient, responsive processes in partnership with OHA communicable disease team.

(5) Perform third-party billing for communicable disease testing and treatment work assigned by OHA whenever individual has insurance payer accepted by grantee

5. General Expense Reporting.

a. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-elements These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

Not applicable.

7. Performance Measures.

Not applicable.

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

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

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

   ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's TB investigation and control efforts and are not intended to be the sole funding for LPHA's TB investigation and control program.

   Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP).

   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 TB Services**

   a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.

   b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.

   c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.

   d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease LTB Infection, or an abnormal chest x-ray finding suggestive of TB with negative sputum smears and culture results.

   e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B- waiver immigrant. If located, LPHA proceeds to coordinate or

provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.

f. **Case:** A Case is an individual whose illness is confirmed to be Active TB Disease or whose illness meets defining criteria published in OHA's Tuberculosis Investigative Guidelines. This diagnosis may be based on signs, symptoms, and/or laboratory findings.

g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The "cohort" is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.

i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug-resistant TB. May be completed in person or by video (VDOT, eDOT) or other technology deemed appropriate by OHA.

j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in Medical Evaluation, below, or in the OHA Tuberculosis Investigative Guidelines.

k. **Interjurisdictional Transfer**: A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.

l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at: http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf.

m. **Latent TB Infection (LTBI):** TB infection in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.

n. **Medical Evaluation:** A complete medical examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x- ray, and any appropriate molecular, bacteriologic, histologic examinations.

o. **Suspected Case of Active TB Disease:** A Suspected Case of Active TB Disease is an individual whose illness is thought by a health care provider, to be Active TB Disease or whose illness meets defining criteria published in OHA's Tuberculosis Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.

p. **TB Case Management Services:** Dynamic and systematic management of a Case of Active TB Disease where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

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):

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	Population Health Direct	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*						

TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

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

Not applicable

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

Not applicable

4. Procedural and Operational Requirements. By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA's Investigative Guidelines.

b. LPHA will receive $5000 for each new case of Active TB disease counted in Oregon and documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive $300 for each new B waiver follow-up.

c. TB Case Management Services. LPHA's TB Case Management Services must include the following minimum components:

(1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

(2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.

(3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.

(4) DOT (including VDOT or eDOT) is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.

(5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.

(6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.

(a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).

(b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.

(7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.

(8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).

d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.

f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

h. OHA, through CDC Tuberculosis Elimination and Laboratory Cooperative Agreement, will provide in-kind services to LPHAs through technical assistance, clinical consultation, and laboratory related to TB disease and latent TB infection.

i. If LPHA self-certifies as a 340B TB clinic site and receives reimbursement for 340B medications from OHA, it is the sole responsibility of LPHA to comply with all HRSA regulations and requirements for 340B Drug Pricing Program Covered Entities.

j. **340B drug pricing program eligibility:** Subrecipients of Section 317E authorized grants are eligible to participate in the 340B drug pricing program as TB-type covered entities provided that all remaining 340B requirements are met. If LPHA elects to pursue covered entity status, it is the sole responsibility of LPHA to comply with all HRSA regulations and requirements for 340B drug pricing program covered entities. Any 340B cost savings or program income realized because of funding from this Agreement must be used in a manner consistent with the goals of the grant or program under which it was authorized, i.e., any cost saving resulting from Section 317E authorized funding must be used to prevent, control, and eliminate TB.

(1) 340B registration and recertification: LPHA must be prepared to provide supporting documentation to demonstrate 340B eligibility if registering or recertifying as a TB-type 340B covered entity, including a copy of the federal grant notice of award and a copy of the executed written subrecipient agreement (the LPHA-OHA Intergovernmental Agreement for the Financing of Public Health Services, including this program element).

(2) LPHA is a subrecipient of Section 317E authorized grant funds and may qualify to register as a 340B covered entity. LPHA may list the qualifying

grant below when registering or recertifying as a 340B covered entity so long as the period of funding has not elapsed.

Tuberculosis Control & Elimination with Laboratory Services for the State of Oregon

- Grant recipient:

  Oregon Health Authority

  800 NE Oregon Street,

  Portland, Oregon 97232-2162
- Grant subrecipient: LPHA, as listed in this Agreement
- Grant award number: 1 NU52PS910280
- NOFO number: CDC-RFA-PS25-0003
- Qualifying financial relationship: In-kind contributions of training, educational materials, technical assistance and clinical consultation to prevent, control, and eliminate TB.

5. General Expense Reporting. In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure Report" OHA will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA. The invoice will document the number of new Active TB cases and/or B-waiver follow-ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Reporting Requirements. LPHA must prepare and submit the following reports to OHA:

a. LPHA must notify OHA's TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA's ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.

b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable by OHA. Contact investigations are not required for strictly extrapulmonary cases.

7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **92.0% will complete treatment within 12 months**.

b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**

c. For Contacts of sputum AFB smear-positive TB Cases, **90.0% will be evaluated for infection and disease.**

d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **92.0% will start treatment.**

e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **93.0% will complete treatment**.

f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

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

OHA Program Responsible for Program Element:

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities[1] and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework.[13]

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. [2]. 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,[3] including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,[4] people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing houselessness.[5]

b. **Base Plan**: A plan that is maintained by the Local Public Health Authority (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, All-Hazards Public Health Emergency Preparedness and Response Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature. The County Emergency Operations Plan (EOP) ESF8 Annex may specify which health and medical agencies are responsible for what activities (including the LPHA); the Public Health All-Hazards Base Plan specifies how the LPHA will conduct its operations during a response. The County EOP ESF8 Annex and the Public Health All-Hazards Base Plan may be the same document but maintained by PHEPR funded staff.

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.[1]

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.[6] 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 The Nine Federally Recognized Tribes of Oregon 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. **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.

l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. [7]

m. **Public Information Officer (PIO)**: The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.[8]

n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.[9]

o. **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.

p. **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):

   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	Population Health Direct	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*						
Planning	X	X	X	X		X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X
Training and Education	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

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

   Not applicable

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

   Not applicable

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

a. Submit PHEPR work plan and PHEPR budget to OHA for approval prior to September 15 of every year. LPHA must use the PHEPR work plan template instructions and PHEPR Budget Template, which will be provided by OHA. Once approved the work plan and budget are incorporated herein by this reference.

b. Engage in activities as described in its PHEPR Work Plan

c. 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, work plans, 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.[2]

d. Use funds for this Program Element in accordance with its PHEPR budget. which is due to and approved by OHA HSPR on or before September 15.

(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 OHA HSPR'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 Attachment 2 (Use of Funds) 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.

(8) This Section 4.c.(8) is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA to support activities related to planning, oversight, maintenance, administration, operation, and delivery of public health emergency preparedness and response services. OHA will notify LPHA when these one-time grant funding opportunities become available.

(a) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by OHA program administering funding.

(b) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

e. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners to including but not limited to, the nine Federally Recognized Tribes of Oregon, other public health and health care programs, HCCs, emergency management agencies, emergency medical services (EMS) providers, behavioral and mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.[10]

(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:[10]

(a) Prioritizing health equity as referenced in Section 4.b.

(b) Coordination with CBOs..

(c) Development or expansion of child-focused planning and partnerships.

(d) Engaging field and area office on aging.

(e) Engaging behavioral health partners.

(4) LPHA must 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.[10]

(5) LPHA must 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.

f. Assessing Local Public Health Emergency Risks and Hazards: LPHA must participate in or complete one of the following at least every two years.

(1) Health Care Coalition Hazard Vulnerability Assessment.

(2) Public Health Climate Related Risk Assessment.

(3) Public Health Emergency Risk Assessment utilizing a HSPR provided or approved template.

(4) The County's Hazard or Risk Assessment process e.g., Natural Hazard Mitigation Plan (NHMP), Hazard Vulnerability Assessment (HVA), or Threat and Hazard Identification and Risk Assessment (THIRA).

g. **PHEPR Work Plan:** LPHA must annually submit to HSPR on or before September 15, an annual work plan update. 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 4.b.

(3) Local public health leadership will review and approve PHEPR Work Plans.

h. **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, the LPHA 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 OHA approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

i. **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 diseases and 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.

(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.[2]

(c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call.

(2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number.

(a) LPHA must self-report in their work plan an annual test or real-world utilization during an emergency or incident of their 24/7/365 telephone line and results of a call, including any needed improvements to the process.

(b) LPHA can request OHA to conduct a test on their behalf.

(c) 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.

(d) LPHA is encouraged to document their 24/7/365 procedure or process in the Base Plan.

j. HAN

(1) A HAN Administrator must be appointed for the LPHA and this person's name and contact information must be provided to the OHA 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) Coordinate with the State HAN Coordinator to ensure roles are correctly assigned within each county.

(d) Facilitate in the development of the HAN accounts for new LPHA users.

(e) Ensure local HAN user and county role directory is maintained to include at a minimum of Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator (PHEPR), PIO, local HAN Administrator, and Public Health Director/Administrator (add, modify and delete users, and ensure they have the correct level of access) HAN Administrator must review LPHA HAN users two times annually

including adding and deleting users and add dates of review in work plan.

(f) Act as a single point of contact for all LPHA HAN issues, user groups, and training.

(g) Serve as the LPHA authority on all HAN related access (excluding hospitals and The Nine Federally Recognized Tribes of Oregon).

(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.

k. Exercise Requirements: [1] LPHA must include at least one exercise per year (a qualifying incident may substitute for an exercise) as part of their annual work plan update. The series of exercises and training requirements identified within the work plan constitute the Multi-Year Integrated Preparedness Plan (MYIPP).

(1) For an exercise or incident to qualify under this requirement the exercise or incident must follow the below process:

(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 “Incident/Exercise Summary Report” and is incorporated herein with this reference.
- Involve two or more public health staff and/or related partners 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 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.

(2) Additional Exercise Requirements:

(a) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.

(b) Address health equity considerations as outlined in Section 4.b.

(c) 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).

(d) LPHA must work with Emergency Management to align with Emergency Management's Integrated Preparedness Plan, as well as local health care and other community partners to integrate exercises, as appropriate.

(e) Identify a cycle of exercises that increase in complexity, address gaps, and/or test different capabilities over a three-year period. Exercises on the same hazard, capability, or plan over consecutive years should progress from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises).

(f) LPHA is encouraged to participate in and engage in planning at the local and state level in statewide exercises identified by OHA HSPR.

(g) Participation in a HSPR-led exercise, when scheduled, is strongly encouraged by PHEPR funded staff. This exercise may count as a substitute for the required annual exercise if it meets all other exercise requirements in Section 4.j.

(h) LPHA must coordinate exercise design and planning with local

Emergency Management and other partners for community engagement, as appropriate.[2]

l. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.[7] 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,[1] the Public Health Accreditation Board[9], and the National Incident Management System.[7]

(1) The training portion of the work plan must:

(a) Orient new LPHA staff to public health emergency preparedness as a program and its role as a foundational capability per modernization.

(b) Identify and train appropriate LPHA staff [11] to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

m. 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, which combined constitute an ESF8 Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan or another name as decided by the LPHA:

(a) Base Plan.

(b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.12

(c) Continuity of Operations Plan (COOP)10

(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 and regionally identified hazards,

(c) Comply with the NIMS,7

(d) Include a record of changes that includes a brief description, the date, and the author of the change made, and

(e) Include health equity considerations as outlined in Section 4.b.

5. **General Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-element. 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

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 check-ins and end of year PHEPR Work Plan reviews**. LPHA must complete PHEPR Work Plan updates prior to the end-of-year review.

      (1) Optional mid-year work plan check-ins may be conducted between October 1 and March 31.

      (2) Required end of year work plan reviews must 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 replaced with a Triennial Review when it falls within the end-of-year review period. This Agreement will be integrated into the Triennial Review Process.

7. **Performance Measures:** LPHA will progress local, regional, and statewide 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 the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework and is evaluated by End of Year and Triennial Reviews.[1, 13]

Attachment 1*[1]

PHEPR Program Annual Budget

_____ County

				Total PHEPR Funds	Total Other funds
PERSONNEL			Subtotal	$0	
	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.					
			0		
			0		
			0		
Fringe Benefits @ (__)% of describe rate or method			0		
TRAVEL		Subtotal		$0	
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		$0			
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		$0			
Air Travel Costs:					
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
CAPITAL EQUIPMENT (individual items that cost $5,000 or more)		$0		$0	
SUPPLIES		$0		$0	
CONTRACTUAL (list each Contract separately and provide a brief description)		$0		$0	
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
OTHER		$0		$0	
TOTAL DIRECT CHARGES				$0	$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method				$0	
TOTAL BUDGET:				$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

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.

* A fillable template is available from a HSPR REC

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:**	☐ Drill	☐ Functional Exercise	☐ Planned Event/Training	
	☐ Tabletop Exercise	☐ Full Scale Exercise	☐ 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**	Location of exercise, if known
Objectives:	List 1 to 3 SMART objectives			
Primary Activities:	List primary activities to be conducted with this incident or exercise			
Design Team:	List people who are participating in designing the exercise by name, agency			
Point of Contact:	Typically, the PHEP Coordinator's name		**LPHA or Tribe:**	Agency Name
POC Email:	Enter POC's email address		**Phone:**	Phone

Capabilities Addressed	
BIOSURVEILLANCE ☐ 12: Public Health Laboratory Testing ☐ 13: Public Health Surveillance and Epidemiological Investigation **COMMUNITY RESILIENCE** ☐ 1: Community Preparedness ☐ 2: Community Recovery **COUNTERMEASURES AND MITIGATION** ☐ 8: Medical Countermeasure Dispensing and Administration ☐ 9: Medical Materiel Management and Distribution ☐ 11: Nonpharmaceutical Interventions ☐ 14: Responder Safety and Health	**INCIDENT MANAGEMENT** ☐ 3: Emergency Operations Coordination **INFORMATION MANAGEMENT** ☐ 4: Emergency Public Information and Warning ☐ 6: Information Sharing **SURGE MANAGEMENT** ☐ 5: Fatality Management ☐ 7: Mass Care ☐ 10: Medical Surge ☐ 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.

Improvement Plan *To be completed with action review* *and submitted to liaison within 60 days of exercise or incident completion*				
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

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Program Element #13: Tobacco Prevention Education Program (TPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention 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 Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:

a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.

(1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.

(2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.

b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.

c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.

d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.

e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors' access to tobacco and

restrictions on smoking through formal agreements with OHA, Public Health Division.

f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) or Regional Partnership decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state, regional and local programs working together to achieve sustainable policy, systems and environmental change in regional or local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy, as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision- makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities or Regional Partnerships are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

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 of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the

law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.|

Regional Partnership is a group of two or more grantees receiving funding through PE 13, PE 113, or that have an Intergovernmental Agreement with OHA to administer the TPEP that combine program funding to implement a coordinated, multi-county tobacco prevention and education program.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA or Regional Partnership 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):

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	Population Health Direct	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*						
Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	

Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

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

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:

LPHA must:

a. Submit local or regional program plan and program budget to OHA on a schedule to be determined by OHA. Once approved the local program plan, regional program plan and program budget incorporated herein by this reference. OHA will supply the required format and current service data for use in completing the plans.

b. Implement its TPEP activities in accordance with its approved local or regional program plan. Modifications to the plans may only be made with OHA approval.

c. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.

d. Use funds awarded for this Program Element in accordance with its program or regional budget. Modifications to the program or regional budget may only be made with OHA approval.

e. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment

services, other disease control programs, or other efforts not devoted to tobacco prevention and education.

f. Attend all TPEP meetings reasonably required by OHA.

g. Comply with OHA's TPEP Guidelines and Policies.

h. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

i. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. General Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-element. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

LPHA must submit local or regional program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA's or Regional Partnership's progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. Performance Measures.

If LPHA or Regional Partnership completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

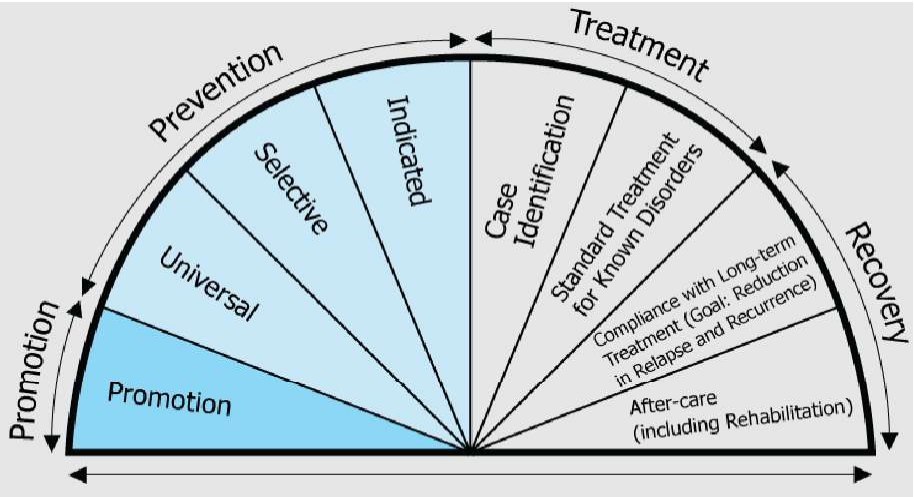
1. Description.

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 Alcohol and Drug Prevention and Education Program (ADPEP).

ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

a. Information Dissemination;

b. Prevention Education;

c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;

d. Community Based Processes;

e. Environmental/Social Policy; and

f. Problem Identification and Referral.

This Program Element contains three sub-elements:

a. Alcohol and Drug Prevention and Education Program (ADPEP) funding (PE 36)

b. The Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention (PE 36-01 funding to support LPHAs to bolster workforce capacity and evidence-based primary prevention strategies for substance use, substance use disorder, and overdose).

c. Strategic Prevention Framework – Partnerships for Success (PE 36-02) is a subrecipient opportunity through the Substance Abuse and Mental Health Services Administration (SAMHSA) for community-level grants to support selected grantees to bolster workforce capacity and evidence-based primary prevention strategies for excessive alcohol and overdose prevention.

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

2. Definitions Specific to this Program Element

a. **Regional Partnership** is a group of two or more grantees receiving funding through PE 36, PE 136, or that have an Intergovernmental Agreement with OHA to administer ADPEP that combines program funding to implement a coordinated, multi-county alcohol and other drug prevention and education program.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA or Regional Partnership 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: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manu al.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 Population Health	Direct	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*						
Information Dissemination		*		X	X	X	X	X	X	X	X	
Prevention Education		*		X	X	X	X	X	X	X	X	
Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives		*		X		X	X	X	X	X	X	
Community Based Processes		*		X		X	X	X	X	X	X	
Environmental/Social Policy		*	X	X		X	X	X	X	X	X	
Problem Identification and Referral		*		X	X	X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

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. Requirements that apply to PE 36 Alcohol and Drug Prevention and Education Program (ADPEP) funding:

LPHA must:

(1) Submit to OHA, on a timeline proposed by OHA its local program budget and a Biennial Local or Regional Alcohol and Other Drug Prevention Program Plan, as outlined in the biennial program plan guidance, which details strategies to be implemented, as outlined in Section 4.a.(2), of this Program Element, for OHA approval. Once approved by OHA, the local program budget is incorporated herein by this reference.

(2) Engage in activities, throughout the biennium, in accordance with its Biennial Local or Regional Alcohol and Other Drug Prevention Program Plan, which has been approved by OHA and incorporated herein with this reference, including but not limited to, the following types of activities:

(a) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));

(b) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);

(c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);

(d) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);

(e) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);

(f) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).

(3) Use funds for this Program Element in accordance with the OHA-approved local or regional program budget. Modifications to the local or regional program budget may only be made with OHA approval

(a) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within budget categories and line items. Modification to the program budget exceeding 10% of the cumulative award amount between or within the budget categories and line items may only be made with prior written approval from OHA.

(b) Consistent with the OHA-approved program budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Program Element and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Program Element. Travel to attend out-of-state events or conferences is permitted if content is applicable to the Biennial Local or Regional Alcohol and Other Drug Prevention Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

b. Requirements that apply to PE 36-01 Opioid Settlement Prevention, Treatment and Recovery (OSTPR) Board Primary Prevention funding:

(1) Submit to OHA, on a timeline proposed by OHA, a local or regional program budget and a Substance Use Primary Prevention program plan which details strategies to be implemented, as outlined in Section 4.b.(2), of this Program Element, to prevent substance use, substance use disorder and overdose. Once approved by OHA, the program budget is incorporated herein by this reference

(2) Engage in activities in accordance with the OHA-approved Substance Use Primary Prevention local or regional program plan by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. The activities may include but are not limited to:

(a) Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness).

(b) Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities).

(c) Increase strategies that target affordable housing, education and employment.

(d) Develop targeted outreach or media campaigns.

(e) Increase workforce development and training for primary prevention.

(3) Use of funds for this Program Element in accordance with the OHA-approved local or regional program budget. Modifications to the program budget may only be made with OHA approval.

(a) Budget adjustments of up to 10% of the PE 36-01 award amount are allowable between or within Local or Regional Program Budget categories and line items. Modification to the Local or Regional Program Budget exceeding 10% of the PE 36-01 award amount between or within the Local or Regional Program Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.

(b) Consistent with the OHA-approved Local or Regional Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

c. This section is only applicable if LPHA is selected to receive subrecipient funding through the Substance Abuse and Mental Health Services Administration (SAMHSA) for community-level grants to support selected grantees to bolster workforce capacity and evidence-based primary prevention strategies for excessive alcohol and overdose prevention. All LPHAs will be notified when these opportunities become available. The following requirements apply to PE 36-02 Strategic Prevention Framework – Partnerships for Success funding.

LPHA must:

(1) Submit to OHA, on a timeline proposed by OHA, an annual local program budget and an annual Substance Use primary prevention local program plan that outlines strategies to be implemented, as described in 4.c.(2), of this Program Element, to reduce the onset and progression of substance/polysubstance misuse among communities impacted by the harms of alcohol and overdose in Oregon. Once approved by OHA, the local program budget is incorporated herein by this reference.

(2) Engage in activities in accordance with OHA-approved Substance Use primary prevention plan by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. These activities may include but are not limited to:

(a) Strengthen state capacity to identify and address alcohol misuse and overdose as a polysubstance use crisis impacting overlapping populations in Oregon (from project narrative).

(b) Prioritize and co-develop strategies to build capacity with underserved communities experiencing the highest impacts of overdose and alcohol misuse (from project narrative).

(c) Support implementation of the Strategic Prevention Framework, which includes assessment, capacity, planning, implementation and evaluation.

(d) Support implementation of Center for Substance Abuse Prevention's (CSAP) six strategies:

- Information Dissemination;
- Prevention Education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- Community Based Processes;
- Environmental/Social Policy; and
- Problem Identification and Referral

d. LPHA must coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must

determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.

e. LPHA must participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

5. General Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. For PE 36, LPHA must:

(1) Report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA's OHA-approved Local or Regional Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).

(2) Submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the OHA-approved Local or Regional Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

b. For PE 36-01, LPHA must:

(1) Submit written Progress Reports to OHA using forms and procedures provided by OHA to describe results and progress toward achieving the goals and objectives through implementing the evidence-based strategies set forth in the OHA-approved Substance Use Primary Prevention Local or Regional Program Plan, as well as any obstacles encountered, successes and lessons learned. These reports must be submitted to OHA biannually on the following schedule:

Reporting Period	Due Date
July 1 – December 31	January 30
January 1 – June 30	July 30

c. For PE 36-02, LPHA must:

(1) Complete quarterly progress reports to OHA using template provided by OHA to describe work on program goals within sub-recipient workplans. Quarterly reporting template includes demographic information about individuals served, as well as documentation of overall progress, challenges, successes and innovations. An annual target report, which sets goals for the fiscal year, is required to be submitted by the OHA SPF-PFS Program Coordinator by October 31st.

7. Performance Measures.

a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local or Regional Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local or Regional Alcohol and Other Drug Prevention Program Plan.

c. If LPHA completes fewer than 75% of the planned primary prevention activities in its OHA- approved Substance Use Primary Prevention Local or Regional Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Nutrition and Health Screening (WIC)

Description of Program Element. 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 Special Supplemental Nutrition Program for Women, Infants and Children services ("**WIC Services**"), Farm Direct Nutrition Program services ("**FDNP Services**"), and Breastfeeding Peer Counseling Program services ("**BFPC Services**").

The services described in Sections B. and C. of this Program Element, are ancillary to basic WIC Services described in Section A. of this Agreement. In order to participate in the services described in Sections B. or C., LPHA must be delivering basic WIC Services as described in Section A. The requirements for WIC Services also apply to services described in Sections B and C.

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 of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

A. General ("WIC") Services

1. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

2. **Definitions Specific to WIC Services**

   a. **Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.

   b. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA's Caseload management performance and is used in determining NSA funding for LPHA.

c. **Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.

d. **Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.

e. **Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.

g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.

h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.

i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as "eWIC".

j. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.

k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.

l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.

m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.

n. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.

o. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

p. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.

q. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.

r. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.

s. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:

(1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;

(2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;

(3) Compilation and analysis of WIC Services data including Participant and vendor information; and

(4) Oversight and assurance of WIC Services integrity.

t. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.

u. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.

v. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time

to time by updates sent by OHA to the LPHA and located at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx

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):

   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: Population Health	Access to clinical preventive: Direct	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*						
WIC Services: Nutrition Education		*		X	X	X	X	X	X		X	
WIC Services: Breastfeeding Education and Support		*		X	X	X	X	X	X		X	
WIC Services: Referrals and Access to Care	X	X		X	*		X	X				
WIC Services: Provision of Supplemental Foods		X		X	*		X					
FDNP Services		X		X	*		X					
BFPC Services		*		X	X		X				X	

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

Not applicable

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

Not applicable

4. Procedural and Operational Requirements. All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. WIC services need to be provided in such a manner as to allow timely access to program services by WIC Participants 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. Staffing Requirements and Staff Qualifications—Competent Professional Authority.

LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement that was approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and was reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement).

A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy 660 in the WIC Manual located here: https://www.oregon.gov/OHA/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition and breastfeeding Education and prescribe appropriate Supplemental Foods.

b. Staffing Requirements and Staff Qualifications— Nutritionist.

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO

MCH Agreement. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. General WIC Services Requirements.

(1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.

(2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.

(3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.

(4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.

(5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state

along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)

(6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.

(7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

(8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.

(9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

d. This Section 4.d. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA to support activities related to creating trauma-informed spaces. LPHA will be notified when these one-time grant funding opportunities become available.

(1) If situations arise that qualify a clinic for one-time funding, they would be notified by their Nutrition Consultant and provided an application. The application is subject to approval by the Oregon State WIC program.

(2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. **General and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

   a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.

   b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.

   c. Annual WIC budget projection for the following state fiscal year.

   d. Nutrition Services Plan.

7. **Performance Measures.**

   a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any 12-month period.

   b. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

B. Farm Direct Nutrition Program (FDNP) Services.

1. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive vouchers that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.

2. **Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:

   a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and cut culinary herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.

   b. **Farmers Market:** Group of producers, including local farmers who grow fruits, vegetables, or culinary herbs, who assemble at a defined location for the purpose of selling their produce directly to consumers.

   c. **FDNP Season:** June 1 – November 30.

   d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.

   e. **FDNP:** The WIC Farm Direct Nutrition Program (known federally as the Farmers Market Nutrition Program) authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.

   f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.

   g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants older than 4 months of age and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.

3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

   a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.

b. General FDNP Services Requirements. All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:

(1) Voucher Distribution: OHA will deliver FDNP vouchers s to LPHA who will be responsible for distribution of these vouchers to Recipients. Each Recipient must be issued one packet of vouchers after confirmation of eligibility status. The number of voucher packets allowed per family will be announced before each Season begins.

(2) Recipient Education: Vouchers must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with vouchers. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.

(3) Security: Vouchers must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked vouchers.

(4) Voucher Issuance and LPHA Responsibilities: LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.

(5) Complaints/Abuse: LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual

(6) Monitoring: OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

4. General Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable

Program Element and any sub-element. These reports must be submitted to OHA each quarter on the following schedule:

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

C. Breastfeeding Peer Counseling (BFPC) Services

1. General Description of BFPC Services. The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals at specific intervals, primarily through an LPHA Peer Counselor, to pregnant and Breastfeeding Participants who are participating inthe BFPC Program.

2. Definitions Specific to BFPC Services.

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section C. shall have the meanings assigned below, unless the context requires otherwise:

a. Assigned Peer Counseling Caseload: Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.

b. BFPC Participant: A WIC Participant enrolled in the BFPC Program.

c. BFPC Coordinator: An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual. The BFPC Coordinator must be a International Board Certified Lactation Consultant (IBCLC).

d. Peer Counseling Caseload: For any month, the sum of the actual number of Participants assigned to a Peer Counselor.

e. **Peer Counselor:** A peer support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.

f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

3. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

a. **Staffing Requirements and Staff Qualifications.**

(1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.

(2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

b. **General BFPC Service Requirements**

(1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.

(2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.

(3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.

(4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.

(5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.

(6) Provided Training: LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.

(7) Conference Calls: LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.

(8) Frequency of Contact with Participant: LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.

(9) Plan Development: LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

(10) Calculation of BFPC Services Time: LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.

(11) Counting of BFPC Services Expenditures: LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.

(12) Monitoring. OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.

b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.

b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Family and Child Health (FCH) 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 Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

a. Title V MCH Block Grant Services;

b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;

c. Oregon MothersCare (OMC) Services; and

d. FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

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

2. Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.

a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.

b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for people during the perinatal time period, infants, children and adolescents.

c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant people as early as possible in their pregnancies, with the goal of

improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.

d. **FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership):** The primary goal of FCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of perinatal people, caregivers, and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

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 Public Health Modernization Manual at: 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 preventi		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and
				Population	Direct							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health		*		X	X		X	X	X		X	

General Fund Preventive Health Services												
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not Applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

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. General Requirements

(1) Data Collection. LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.

(2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.

(3) Funding Limitations. Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) MCH Title V (PE42-11):

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section 4.b.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

(b) **MCAH Perinatal, Child and Adolescent Health General Funds and Title XIX General Funds (PE42-03):** a. Funds must be used for public health services for people during the perinatal period (one year prior to conception through two years postpartum), infants, children or adolescents. b. Funds shall not be used as match for any federal funding source

(c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for FCH PHN Home Visiting Services (Babies First!, Nurse Family Partnership).

(d) **MCAH Oregon MothersCare Title V (PE42-12):** Funds must be used for implementing OMC.

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities,

for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

b. Title V MCH Block Grant Services. All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) Medicaid Application. Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

(a) Rationale for priorities selected reflecting the health needs of the MCAH population;

(b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;

(c) Plan to measure progress and outcomes of the Title V funded activities;

(d) Prior year use of Title V funds; and

(e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

Oregon's current Title V MCH Block Grant Application including:

(4) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross- Cutting or Systems.

(a) Oregon's evidence-based/informed Title V strategies and measures

(b) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

(1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:

(a) Title V MCH Block Grant Services as described above.

(b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.

(c) Perinatal health services such as FCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.

(d) Infant and child health services such as FCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

(e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.

(2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester

prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant people.

(3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

(4) LPHA must assist all people seeking OMC Services in accessing prenatal services as follows:

(a) Provide follow up services to clients and people who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.

(b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.

(5) LPHA must make available OMC Services to all pregnant people within the county. Special outreach shall be directed to low-income people and people who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.

(6) LPHA must make available to all low-income pregnant people and all pregnant people within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.

(7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

e. FCH PHN Home Visiting Services (Babies First!, and Nurse Family Partnership) Services. All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.

(1) Staffing Requirements and Staff Qualifications

(a) Babies First!

i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Family and Child Health Section.

ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.

iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an FCH Nurse Consultant and approved by an FCH Section manager must be in place.

iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

(b) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

(a) Babies First!: services may be provided to eligible perinatal people, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Family and Child Health Section.

(b) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

(3) Nursing Practice. All PHNs working in the Babies First! or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.

(5) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. General Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

A report on the prior year's annual plan must be submitted by September 30 of every year.

If LHA provides FCH PHN Home Visiting Services using these funds, see reporting obligations for FCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LHA provides FCH PHN Home Visiting services using these funds, see reporting obligations for FCH PHN Home Visiting Services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for FCH PHN Home Visiting Services (Babies First! and Nurse Family Partnership Services).

(1) For all individuals who receive FCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

(2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element #43: Immunization Services

OHA Program Responsible for Program Element:

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

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

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

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

2. Definitions Specific to Immunization Services.

a. Case Management: An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.

b. Exclusion Orders: Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.

c. HBsAg Screening: Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

d. Immunization Quality Improvement for Providers (IQIP): A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.

e. IRIS System: An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and child care site-specific data.

f. Vaccine Access Program (VAP): Vaccine or Immune Globulin provided by the OHA procured with federal and state funds. Enrolled clinics may use state-supplied vaccine for all of their patient population, with appropriate eligibility coding.

g. Vaccines for Children (VFC) Program: A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:

(1) American Indian/Alaskan Native; or,

(2) Uninsured; or,

(3) Medicaid-enrolled; or,

(4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,

(5) Underinsured and served by LPHAs.

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):

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 Population Health	Direct	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*						
Ensure Vaccine Access				*	*		X					X
Immunization Rates, Outreach and Education				*			X					
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

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

- Two-year-old vaccination rates
- Adult influenza vaccination rates for ages 65+

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

- Demonstrated use of data to identify population(s) of focus.
- Demonstrated actions to improve access to influenza vaccination for residents of long term care facilities.
- Demonstrated actions with health care providers or pharmacists to improve access to vaccination.
- Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP).
- Demonstrated outreach and educational activities conducted with community partners.

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. Ensure Vaccine Access. LPHA must ensure vaccine access to, at a minimum, school or childcare required vaccines in the jurisdiction. LPHA may choose to enroll in state-supplied vaccine programs (VFC, VAP), contract with another entity, partner with another immunizer in the jurisdiction, or a combination of these.

b. Immunization Rates, Outreach and Education.

(1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.

(2) Using a template provided by OHA and agreed upon by CLHO, LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.

(3) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.

(4) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

c. Perinatal Hepatitis B Prevention, Screening and Documentation

(1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.

(2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at *https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf* and must include, at a minimum:

(a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.

(b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.

(c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.

(d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.

(e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.

(f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

d. School/Facility Immunization Law

(1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html and Oregon Administrative Rules 333-050-0140, available for review at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265

(2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.

(3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265.

(4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials

(5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the fourth Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

5. **General Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

a. LPHA will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.

b. LPHA must complete and submit an Immunization Status Report as required in Section 4.d.(5) of this Program Element.

c. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

Program Element #50: Safe Drinking Water Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Protection/Drinking Water Services 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 ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

a. Funds provided under this Program Element are intended to enable LPHAs to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners' jurisdiction.

b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

> "91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year."

c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), Transient Non-Community Water Systems Water Systems (TNC), and Oregon Very Small (OVS) Systems, serving 3,300 or fewer people and using Groundwater sources or purchased water.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date 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 Safe Drinking Water Program

a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.

b. **CONTACT REPORT:** A form provided by DWS to LPHAs to document contact with water systems.

c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.

d. **DRINKING WATER SERVICES (DWS)**: DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.

e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. LPHAs review sanitary defects identified and approves corrective action schedules.

g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by LPHAs and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.

h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.

i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.

j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.

k. **OHA:** Oregon Health Authority

l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

m. **SIGNIFICANT DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment.

n. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.

o. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.

p. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.

q. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.

r. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.

s. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.

t. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.

u. **USEPA or EPA:** United States Environmental Protection Agency.

v. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

w. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. Alignment with Modernization Foundational Programs and Foundational.

The activities and services that the LPHAs have 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):

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 / Population Health Direct	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*						

Program Components	Foundational Program					Foundational Capabilities						
Emergency Response	X		*					X			X	X
Investigation of Water Quality Alerts	X		*						X			
Independent Enforcement Actions	X		*			X						
Technical Regulatory Assistance	X		*				X					X
Water System Surveys	X		*			X						
Resolution of Priority Non-compliers (PNC)	X		*			X						
Water System Survey Significant Deficiency Follow-ups	X		*			X						
Enforcement Action Tracking and Follow-up	X		*			X						
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

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

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, Partner agrees to conduct activities in accordance with the following requirements:

a. General Requirements. LPHAs must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to LPHAs under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. Required Services:

(1) Emergency Response: LPHAs must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHAs must notify DWS in a timely manner of emergencies that may affect drinking water supplies.

(2) Independent Enforcement Actions: LPHAs must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. LPHAs must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.

(3) Computerized Drinking Water System Data Base: LPHAs must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively.

(4) Technical and Regulatory Assistance: LPHAs must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHAs must respond to water system complaints received as appropriate or as requested by DWS.

(5) Investigation of Water Quality Alerts: LPHAs must investigate all Water Quality Alerts for detections of Regulated Contaminants at Community, NTNC, and TNC Systems.

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), LPHAs must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. LPHAs must submit a Contact Report to DWS within 2 business day of the alert date.

(b) For all other alerts, LPHAs must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices

are distributed, and that appropriate corrective actions are initiated. LPHAs must submit a Contact Report to DWS within 6 business days of the alert date.

5. Conduct Level 2 Coliform Investigations:

After a Level 2 investigation is triggered by DWS, LPHAs must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

6. Water System Surveys:

LPHAs must conduct a survey of each CWS within LPHA's jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within LPHA's jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

7. Resolution of Priority Non-compliers (PNC):

LPHAs must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

a. LPHAs must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.

b. If the water system can be returned to compliance within three more months, LPHAs must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHAs must follow up to ensure corrective actions are implemented.

c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, LPHAs must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHAs must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review:

After a Level 1 Coliform Investigation is triggered by DWS, LPHAs must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, LPHAs must review it for

completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

9. <u>Water System Survey Significant Deficiency Follow-ups</u>:

LPHAs must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual.

a. After deficiencies are corrected, LPHAs must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.

b. If any deficiencies are not corrected by the specified timeline, LPHAs must follow up with a failure to take corrective action letter.

c. For Significant Deficiencies, LPHAs must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. LPHAs must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected LPHAs must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Significant Deficiencies are not corrected by specified timeline, LPHAs must ensure the water system carries out public notice.

10. <u>Enforcement Action Tracking and Follow-up</u>:

For community, NTNC and TNC water systems, after DWS issues an enforcement action, LPHAs must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. LPHAs must document all contacts and verifications and submit documentation to the DWS. LPHAs must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHAs must notify DWS when all corrections are complete and submit the notice within 30 days.

11. <u>Resolution of Monitoring and Reporting Violations</u>:

a. LPHAs must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.

b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.

c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

12. Inventory and Documentation of New Water Systems:

LPHAs must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. LPHAs must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, LPHAs may perform a Water System Survey (for systems other than OVS) to collect the required inventory information, rather than submitting the forms designated by DWS. Additionally, LPHAs must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current, including OVS systems.

13. Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	
Investigation of Water Quality Alerts	X	X	X	
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	
Resolution of Monitoring and Reporting Violations	X	X	X	
Update and maintain inventory and documentation of new and existing water systems	X	X	X	X

14. Staffing Requirements and Qualifications.

a. LPHAs must develop and maintain staff expertise necessary to carry out the services described herein.

b. Partners' staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.

c. LPHAs must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

15. General Expense Reporting.

LPHAs must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

16. Program Reporting Requirements.

a. Documentation of Field Activities and Water System Contacts. LPHAs must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:

(1) Maintain accurate and current public water system inventory information.

(2) Support formal enforcement actions.

(3) Describe current regulatory status of water systems.

(4) Guide and plan program activities.

b. Minimum Standard for Documentation. LPHAs must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:

(1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.

(2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.

(3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.

(4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory

information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

(5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.

(6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.

(7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.

(8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.

(9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

17. DWS Audits.

LPHAs must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

18. Performance Measures.

LPHAs must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Ninety Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.

b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.

c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

19. Responsibilities of DWS.

The intent of this Program Element description and associated funding award is to enable LPHAs to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHAs to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

a. Distribute drinking water program and technical information on a monthly basis to Partners.

b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHAs are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHAs are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

d. Provide LPHAs with the following information by the listed method:

(1) Immediate Email Notification: Water Quality Alert data, plan review correspondence

(2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.

(3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.

e. Support electronic communications and data transfer between DWS and LPHAs to reduce time delays, mailing costs, and generation of hard copy reports.

f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to LPHAs for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.

g. Refer to LPHAs all routine inquiries or requests for assistance received from public water system operators for which LPHAs are responsible.

h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.

i. Prepare other actions against water systems as requested by LPHAs in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

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

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

Section 1: LPHA Leadership, Governance and Implementation

a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.

b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 2: Regional Public Health Service Delivery

a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other partners, utilizing regional staffing models, or implementing regional projects.

b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 3: Public Health Infrastructure: Workforce

a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

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

2. Definitions Specific to Public Health Modernization

a. Case. An individual who has been diagnosed by a health care provider, as defined in OAR 333- 017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018- 0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.

b. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.

c. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.

d. Public Health Accountability Metrics. A set of data used to monitor statewide progress toward population health goals and outcomes.

e. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Metrics.

f. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.

g. Regional Partnership. A group of two or more LPHAs, which may include other organizations that are not an LPHA, that is convened for the purpose of reducing health disparities by implementing strategies addressing one or more of the following: communicable disease control, emergency preparedness and response, or environmental health.

h. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this Program Element funding.

i. Whole Community. An approach to emergency management through which individuals and families (including those with access and functional needs), emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their

respective communities and determine the best ways to organize and strengthen their assets, capacities and interests.

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 Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	**Foundational Programs**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive: Population Health	Access to clinical preventive: Direct	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs						X = Foundational Capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	**X**		**X**			**X**	**X**	**X**	**X**	**X**	**X**	**X**
Implement strategies for local communicable disease control, emergency preparedness and response,	**X**		**X**				**X**	**X**	**X**		**X**	**X**

environmental health, and health equity and cultural responsiveness (Section 1)												
Demonstrate regional approaches for providing public health services (Section 2)	X		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	X		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	X					X	X	X	X			X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old immunization rates
- Adult influenza immunization rates for ages 65+
- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits

LPHA must use funding through this Program Element in a way that advances progress toward achieving metrics selected by the LPHA. Additionally, LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must demonstrate work toward at least two of the process measures in each of the three priority areas.

- Priority area: Reduce the spread of syphilis and prevent congenital syphilis
  - **(1)** Percent of congenital syphilis Cases averted
  - **(2)** Percent of Cases interviewed
  - **(3)** Percent completion of CDC core variables
  - **(4)** Percent of Cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing immunization rates
  - **(1)** Demonstrated use of data to identify population(s) of focus (required process measure)
  - **(2)** Demonstrated actions to improve access to influenza immunization for residents of long-term care facilities (LTCFs)
  - **(3)** Demonstrated actions with health care providers or pharmacists to improve access to immunization
  - **(4)** Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - **(5)** Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - **(1)** Demonstrated use of data to identify population of interest (required process measure)
  - **(2)** Demonstrated actions in communications to improve priority area of focus
  - **(3)** Demonstrated actions in policy to improve area of focus

(4) Demonstrated actions in community partnerships to improve priority area of focus

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

Requirements that apply to Section 1 and Section 2 funding:

a. Submit local program plan and local program budget to OHA for approval using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium. Once approved by OHA, the local program plan and local program budget are incorporated herein with this reference.

b. Implement activities in accordance with this Program Element.

c. Engage in activities as described in its OHA-approved Section 1 and/or Section 2 local program plan. See Attachment 1 for local program plan requirements for Section 1.

d. Use funds for this Program Element in accordance with its OHA-approved Section 1 and/or Section 2 local program budget. Modification to the Section 1 and/or Section 2 Program Budget of 25% or more within any individual budget category may only be made with OHA approval.

e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 local program plan objectives, strategies, activities, deliverables and outcomes.

f. Share work products and deliverables with OHA and other LPHAs, which may include public posting, as requested by OHA.

g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

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

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

b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.

c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive

to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

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

a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.

b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

Requirements that apply to Section 3: Public Health Infrastructure: Workforce

a. Implement at least one of the following activities:

(1) Implement strategies and activities to recruit, hire and retain a public health workforce with a focus on increasing staff from the communities and populations served by the LPHA.

(2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.

(3) Support and retain public health staff through systems development and improvements.

(4) Support and retain public health staff through workforce training and development.

(5) Transition COVID-19 staffing positions to broader public health infrastructure positions.

(6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

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

5. General Expense Reporting. LPHAs funded under Section 1, Section 2, and/or Section 3 must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. Submit Section 1 and Section 2 local program plan progress reports using the timeline and format prescribed by OHA.

b. Submit Section 3 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. Performance Measures.

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

Attachment 1

The table below lists the goals and requirements that LPHAs will work toward with 2025-27 funding. Efforts toward the following goals and requirements, including expected outcomes, will be demonstrated in the LPHA and/or regional work plan. These efforts should be guided by local roles and deliverables outlined in the Public Health Modernization Manual for Foundational Capabilities and for the Foundational Programs of communicable disease control and environmental health.

Programmatic goals and local program plan requirements
Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities. • LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure. • LPHA will demonstrate strategies toward local or regional reductions in health inequities across populations. • LPHA will demonstrate strategies that advance progress toward improving syphilis and immunization-related accountability metrics. **Goal 2:** Strengthen the local or regional all-hazards public health emergency preparedness plan to include prioritized communicable disease and environmental health emerging threats, and a Whole Community response to emergencies. • By June 30, 2027, LPHA will revise existing local or regional all-hazards public health preparedness and response plans (deliverable; same as PE 12 all-hazards public health preparedness plan deliverable) in support of: o Integrated planning efforts across the public health landscape, such as jurisdictional risk assessments, climate adaptation plans, community health assessments, community health improvement plans, and local or regional health equity plans. o Improving infrastructure to respond to emerging communicable disease threats. o Improving health outcomes for emerging climate and health impacts. o Prioritizing preparedness and response planning for high-risk populations. • An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan through a Whole Community approach. **Goal 3:** Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation. • By June 30, 2027, an LPHA that has not submitted a local or regional climate adaptation plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or a plan

incorporated into a community health assessment and improvement plan. (deliverable)

- LPHA will demonstrate strategies toward implementation of a local or regional climate adaptation plan.
    - By June 30, 2027, LPHA will submit at least one shareable deliverable (e.g. website content, report, video, educational material, toolkit) highlighting progress toward achieving climate adaptation plan strategies. (deliverable)
    - LPHA will demonstrate strategies that advance progress toward improving extreme heat and wildfire smoke accountability metrics.

Goal 4: Submit and implement local public health modernization plan.

- By December 31, 2025, LPHA will submit a local public health modernization plan to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141). (Note: The local public health modernization plan must address each of the Foundational Capabilities as well as all four Foundational Programs in the Public Health Modernization Manual, not just communicable disease and environmental health, which are the Foundational Programs prioritized within this Program Element for 2025-2027.)
- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities, focusing on roles in the Public Health Modernization Manual.

Goal 5: Build capacity for Health Equity and Cultural Responsiveness

- By June 30, 2027, an LPHA that has not submitted a local or regional health equity plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or may be incorporated into a broader document such as an LPHA strategic plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of local or regional health equity plan.

Program Element #81: HIV/STI Statewide Services (HSSS)

OHA Program Responsible for Program Element:

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

1. Background.

As of December 31, 2023, Oregon had over 8,240 people living with HIV (PLWH), with an average of 200 new HIV infections per year.[2] Each year, over 23,000 new chlamydia, gonorrhea, and syphilis Cases are reported across the state; see HST data dashboards for the most current data available. HIV Cases, as well as syphilis and gonorrhea Cases are prioritized for investigation by local programs. Syphilis Cases have increased dramatically since 2007, rising over 3700%. In 2023, Oregon had the 17th highest rate of primary and secondary syphilis in the U.S. and the 23rd highest rate for congenital syphilis (CS). Untreated Sexually Transmitted Infections (STI) can contribute to increased risk for transmitting and acquiring HIV, infertility and other reproductive health complications, fetal and perinatal health problems, and other serious long-term health effects.

Screening for HIV allows for early detection of the virus and aligns with End HIV/STI Oregon goals; people aware of their HIV status are significantly less likely to transmit HIV to others. A variety of Harm Reduction strategies can be used to prevent HIV and STI, including routine screenings and treatment, condoms, Partner Services, and navigation to Pre-Exposure Prophylaxis (HIV PrEP), Post-Exposure Prophylaxis (HIV PEP and STI PEP), and syringe service programs. For those newly diagnosed with HIV, lifesaving treatment reduces viral load, prevents HIV transmission to others, and improves individual health outcomes.

Increases in HIV and STI often intersect with substance use, houselessness, and other issues, representing syndemics—when health conditions and the social contexts in which they occur coincide and exacerbate each another, resulting in worse outcomes. Social determinants of health (e.g., racism, poverty, transphobia) also intersect with these syndemics and are intricately tied to the transmission of HIV/STI in Oregon. This is reflected in the health inequities seen in certain communities. Innovative and comprehensive syndemic approaches are required to effectively address HIV/STI prevention and care across the state.

This Program Element is supported by multiple federal and state sources, including CDC and HRSA[3] funding, each with specific requirements and restrictions defined herein. Activities are to supplement – not supplant – services funded through other mechanisms. Activities must be planned and implemented in coordination with local and state surveillance, prevention and care programs to avoid duplication of effort and to ensure

[2] Average number of new infections from 2013-2023 in Oregon.
[3] Program income from the Health Resources and Services Administration (HRSA)'s Ryan White Part B, AIDS Drug Assistance Program (ADAP).

PLWH receive the benefit of the full continuum of services available in Oregon. To ensure coordination, OHA will share information with the LPHA on directly funded contracts with community-based organizations and other entities that receive HIV/STI, Harm Reduction and/or sexual health funding from the HIV/STD/TB section.

Funding for these activities is variable; resources cannot be guaranteed beyond award allocations and obligations.

2. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements set forth below to deliver Human Immunodeficiency Virus (HIV)/ Sexually Transmitted Infections (STI) Statewide Services (HSSS), a Status Neutral, best practice model designed to assess client needs, engage them in care, and link them to the most appropriate services, no matter the test result(s). HSSS includes a suite of Core and Enhanced activities, defined herein, which are scalable based on available funding and capacity in each jurisdiction. Regional public health partnerships and collaborations with community-based organizations are strongly recommended to optimize resources and jurisdictional impacts.

Activities conducted under this Program Element must be in accordance with, and are subject to, the requirements and limitations set forth in Oregon Administrative Rules Chapter 333, Divisions 17 (Disease Control), 18 (Disease Reporting), 19 (Investigation and Control of Diseases), and 22 (Human Immunodeficiency Virus) and Oregon Revised Statutes 431 (State and Local Administration and Enforcement of Public Health Laws) and 433 (Disease and Condition Control) to deliver HIV/STI Statewide Services (HSSS). Activities must also follow Oregon's Investigative Guidelines for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

LPHA shall use Program Element 01 (State Support for Public Health) Program Element 51 (Public Health Modernization) to ensure the delivery of foundational public health and communicable disease services. As required by funders, LPHA must leverage all available funding to support the delivery of Core HSSS and Enhanced HSSS.

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

3. Definitions Specific to HSSS.

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition**,** or whose illness meets defining criteria published in the Oregon Health Authority's Investigative Guidelines, available at www.healthoregon.org/iguides.

b. **Case Investigation:** A process that includes identifying Cases; conducting a Case interview; confirming and/or facilitating treatment; collecting Core Variables; providing Partner Services, Health Education, and Referrals; and assisting with linkage to care.

c. **Center for Disease Protection and Control (CDC):** The nation's leading science-based, data-driven service organization that protects the public's health. The CDC has many divisions, including the Division of STD Prevention and the Division of HIV Prevention.

d. **Cluster Detection and Outbreak Response (CDR):** Routine surveillance and a response to a molecular cluster or increases in Cases observed. Clusters often suggest rapid HIV transmission in a sexual or drug using network. Increased Cases may be defined by what is normally expected in a defined community, geographic area, time frame, or by mutual agreement of LPHA and OHA (see Outbreak definition below). Response activities may include enhanced surveillance, regional coordination, re-interviewing Cases, tailored outreach, education, testing, and linkage to services (e.g., Integrated Testing, PrEP/PEP, Harm Reduction services, HIV care and treatment). Should response needs exceed the expected routine capacity of LPHA, OHA can offer guidance and a range of supports.

e. **Contact:** Sexual partner of STI Case and sexual and/or needle-sharing partner of HIV Case.

f. **Core HIV/STI Statewide Services (Core HSSS):** Activities that align with foundational public health and include Case Investigation and Partner Services; Outbreak response; and Referral to or the provision of Integrated HIV/STI Testing. For persons diagnosed with HIV and high priority STI (see Section 2ii), this also includes the delivery of Health Education, Referrals, and assistance with rapid access to and linkage to care and supportive services such as Ryan White case management and HIV treatment. Core HSSS are critical to achieving Oregon's Public Health Accountability Metrics and Process Measures and Oregon's End HIV/STI Oregon goals.

g. **Core Variables:** Variables required by OHA and CDC cooperative agreements that fund HIV and STI prevention and surveillance.

h. **DoxyPEP:** Also called STI PEP. Use of doxycycline as a post-exposure preventative treatment for syphilis, chlamydia, and gonorrhea, taken as a single dose within 72 hours after sex. Treatment with the antibiotic doxycycline has been proven to help prevent bacterial STI infections among certain populations. See CDC DoxyPEP recommendations.

i. **Early Intervention Services (EIS):** Includes the following four activities for PLWH: (1) HIV testing, (2) Referral services, (3) Health Literacy/Education, and (4) Access and Linkage to Care within 30 days. Involves active Referral/warm hand-off to Ryan White HIV/AIDS Programs such as HIV case management services or medical care.

j. **Enhanced HIV/STI Statewide Services (Enhanced HSSS):** Activities including targeted Outreach Services, condom distribution, Harm/Risk Reduction, and Targeted Community Education and Capacity Building with Priority Populations.

k. **Harm/Risk Reduction:** A set of practical strategies aimed at reducing harm associated with drug use and related behaviors that increase risks of HIV/STI. Activities and services may include the collection of drug use-related supplies in exchange for new supplies (e.g., biohazard bins, syringes, naloxone), Health Education and counseling, HIV/STI testing, wound care, and Referrals to drug treatment and other services.

l. **Health Education:** The provision of education and Risk Reduction counseling using a Status Neutral approach. This includes information about ways to reduce HIV/STI transmission and risk for future HIV/STI acquisition (e.g., treatment adherence, Undetectable = Untransmittable or treatment as prevention, HIV PrEP/PEP, DoxyPEP, condoms, routine screening) and information about medical and psychosocial supports.

m. **Health Services & Resources Administration (HRSA):** The federal program that funds Ryan White HIV/AIDS Programs under the Ryan White HIV/AIDS Treatment Modernization Act of 2006. The 340B Drug Pricing Program is also administered by HRSA.

n. **HIV/STI Statewide Services (HSSS):** A Status Neutral best practice model, offering a suite of Core and Enhanced services (see definitions of Core HSSS and Enhanced HSSS).

o. **In-Kind Resources:** Goods or supplies with a monetary value determined by OHA. Examples include condoms, lubricant, educational brochures, coverage of certain Oregon State Public Health Laboratory testing fees, STI medications, and provision of statewide mail order testing services.

p. **Integrated Testing:** Testing for multiple infections (e.g. HIV, STI, hepatitis C) simultaneously and during a single encounter. Considered an HSSS best practice.

q. **Investigative Guidelines (IG):** Oregon's Investigative Guidelines, including those for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

r. **Not-in-Care (NIC):** In Oregon, a Person Living with HIV with no reported HIV-related labs in the previous eighteen months. The person may be actively engaged in medical care and/or other Ryan White service. However, if no HIV-related labs are reported within the defined time frame, the HIV surveillance program defines the person as NIC. Persons with no reported labs within 6 months of their HIV diagnosis are also considered Not-in-Care.

s. **Outbreak:** An increase in Cases in excess of what would normally be expected in a defined community, geographical area, or season, and which, by mutual agreement of LPHA and OHA, exceeds the expected routine capacity of LPHA to address.

t. **Outreach Services:** Activities aimed at identifying PLWH who either do not know their status or who know their status but are Not in Care and linking or re-linking them to care and Ryan White services. Outreach focuses on people with the highest risk for acquiring HIV, such as those testing positive for syphilis or rectal gonorrhea. Services will reach people who are HIV negative; people who test HIV negative are referred to prevention and Risk Reduction services (e.g., PrEP, condoms, Harm Reduction programs). Outreach uses data to reach Priority Populations and is delivered in places where there is a high likelihood of identifying people with HIV. Services cannot be delivered anonymously.

u. **Partner Services:** Services for all people newly diagnosed with HIV, early syphilis, and/or rectal gonorrhea, and all pregnant and pregnancy-capable people with any stage of syphilis. Services include conducting interviews to identify Contacts; conducting or supporting partner notification; and providing Integrated HIV/STI Testing to all Contacts, Health Education, treatment or rapid linkage to medical care, and Referrals to relevant services.

v. **Person Living with HIV (PLWH):** Person diagnosed and living with HIV.

w. **Post-Exposure Prophylaxis (PEP):** A 28-day course of HIV medications started within 72 hours after possible exposure to HIV. PEP is for use only in emergency situations—it is not meant for regular use by people who may be exposed to HIV frequently. When taken quickly after exposure and as prescribed, PEP is very effective at preventing HIV. More about PEP.

x. **Pre-Exposure Prophylaxis (PrEP):** HIV medications taken *prior to* HIV exposure to prevent infection. PrEP is for use by people who are HIV negative and at higher risk of HIV exposure through sex or injection drug use. Consistent use of PrEP reduces the risk of acquiring HIV from sex by about 99% and from injection drug use by at least 74%. PrEP is highly effective at preventing HIV if used as prescribed but is much less effective when not taken consistently. More about PrEP.

y. **Priority Populations:** Populations of focus for HSSS identified by local HIV/STI epidemiology or defined in the End HIV/STI Oregon Strategy

z. **Program Review Panel**: A CDC-required panel of community members who review and approve any newly developed HIV prevention informational material for appropriateness and alignment with CDC guidelines.

aa. **Referral:** Information about relevant resources and services shared with a client (e.g., housing support, Medicaid enrollment, PrEP medication support, Harm Reduction services). This information should be up-to-date and LPHA should

establish pathways to facilitate linkage to care. Referrals for those newly diagnosed with HIV must involve a warm hand-off to facilitate engagement with Ryan White medical and case management services. Otherwise, a Referral may involve giving a client information about services so they may follow up on their own.

bb. **Status Neutral:** A whole-person HIV prevention and care approach that emphasizes high-quality care to engage and retain people in services regardless of whether the services are for HIV treatment or prevention. A Status Neutral approach continually addresses the health care and social service needs of all people affected by HIV so they can achieve and maintain optimal health and well-being.

cc. **Sexually Transmitted Diseases (STD)/Sexually Transmitted Infections (STI):** STI refers to infections caused by an organism through sexual contact. STD refers to a disease state that has developed from an infection. STD and STI are often used interchangeably but STI is broader and is the preferred term herein.

dd. **Targeted Community Education and Capacity Building:** An Enhanced HSSS service consisting of activities to educate and build capacity around HIV/STI and reach Priority Populations identified in the End HIV/STI Oregon Strategy. These activities facilitate health literacy, education, access to information, and/or services for Priority Populations; they are not directed to the general public.

ee. **Technical Assistance:** Services provided by OHA HIV/STD staff to support LPHA delivery of HSSS, including training, capacity building assistance, and support during Case Investigations and CDR.

ff. **Undetectable=Untransmittable (U=U):** An important prevention and anti-stigma Health Education message meaning that a Person Living with HIV who is on treatment and maintains an undetectable viral load has zero risk of transmitting HIV to their sexual partners.

4. 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 Public Health Modernization Manual at: 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	Access to clinical preventive	Population Health Direct services	Leadership and organizational	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*						
Epidemiological investigations that report, monitor and control HIV/STI, including Partner Services	*	X		*	*X		X		X			
Outreach	X	X					X	X				
HIV/STI screening and testing	*	X		*	*X		X	X	X		X	
Health Education/counseling and health literacy	*	X		*	X		X	X			X	
HIV/STI Referrals (e.g., PrEP, Harm Reduction)	X	X		X	X		X	X				
Linkage to HIV care and treatment. Includes follow-up on PLWH Not-in-Care	*	X		*	*X		X	X	X			
Condom distribution	*	X		X	X		X	X				
Harm Reduction services	X			X	X		X	X				
Cluster Detection and Response	*	X		*					*		X	X

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

(1) Rate of congenital syphilis

(2) Rate of syphilis (all stages) among people who can become pregnant

(3) Rate of primary and secondary syphilis

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

(1) Percent of congenital syphilis Cases averted

(2) Percent of Cases interviewed

(3) Percent completion of CDC Core Variables

(4) Percent of Cases treated with appropriate regimen within 14 days

5. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct services and activities in accordance with OHA's HSSS Standards Guidance, HIV Testing Policies and Procedures and Oregon's Investigative Guidelines. Activities are as follows:

a. Submit local program plan and local program budget, which includes a staffing plan and organization chart to OHA for approval.

b. Engage in activities as described in the local program plan, which has been approved by OHA, and is incorporated herein this reference.

c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modification to the local program budget may only be made with OHA approval.

d. Core HSSS

(1) Integrated HIV/STI Testing

LPHA must:

(a) Ensure Integrated Testing is available to all people newly diagnosed with HIV, early syphilis, or rectal gonorrhea, and to all pregnant and pregnancy-capable people diagnosed with any stage of syphilis, at minimum.

(b) Provide HIV and STI services to any person the LPHA is seeing or refer them to such services. STI services include screening individuals for reportable STI and treating Cases and their Contacts.

(c) Use the subsidized HIV/STI testing services available to eligible populations through the Oregon State Public Health lab.

(d) Enter data in CDC's testing database for any testing funded under this Agreement. OHA will assist LPHA or its subcontractor with access.

(e) Funds may be used to purchase test kits. See the HSSS Standards and Budget Guidance for more detail about allowable use of funds and reporting requirements.

(2) Case Investigation and Partner Services

(a) Staffing and Training

LPHA must:

i. Train and maintain sufficient staff to conduct expected HIV/STI Case Investigation and Partner Services (see table below) and list any persons in the local staffing plan (included in the local program budget) to be approved by OHA.

ii. Require all staff conducting HIV and STI Case Investigations to attend trainings provided by OHA HIV/STD Program. OHA shall make available additional relevant trainings to ensure the effective delivery of disease investigation and control services.

(b) Minimum Expectations for Case Investigation and Partner Services

LPHA must follow Oregon's Investigative Guidelines and provide the minimum Case Investigation and Partner Services per the table below:

Infection	Minimum Expectations for Case Investigation and Partner Services
HIV	All HIV Cases assigned by OHA's HIV Surveillance Program.
Syphilis	All priority syphilis Cases defined as: • All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age. • All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require verification or facilitation of treatment. Other syphilis Cases shall be investigated if LPHA has staffing capacity or no priority syphilis Cases. OHA may

Infection	Minimum Expectations for Case Investigation and Partner Services
	require LPHA to investigate other syphilis Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other syphilis Cases.
Gonorrhea	All priority gonorrhea Cases defined as: • All rectal gonorrhea Cases. • All Cases among pregnant individuals. • All Cases among individuals co-infected with HIV. Other gonorrhea Cases shall be investigated if LPHA has staffing capacity or no priority gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other gonorrhea Cases.
Chlamydia	Not required but may be pursued at the discretion of LPHA.

(c) LPHA must operate its program in a manner designed to achieve CDC performance measures as listed in the HSSS Standards Guidance. Performance measures are subject to change with each new funding cycle.

(d) LPHA must provide EIS to all PLWH.

(e) LPHA must follow up on PLWH Not-in-Care (NIC).

i. Standards, expectations, and forms for NIC processes and activities are outlined in the HSSS Standards Guidance.

ii. LPHA may do NIC work on their own or create a separate agreement with an agency funded to deliver Ryan White HIV Medical Case Management services in their county to do this work as their designee. OHA may only release NIC lists to the designee with the county's permission which requires LPHA complete and sign an OHA data release form.

iii. LPHA or its designee must follow up on a NIC client list provided by OHA by confirming the clients' residency and attempting to contact them to facilitate linkages to HIV care and Ryan White services as appropriate.

iv. Coordination with local HIV case management systems can facilitate linkages to medical care.

e. Enhanced HSSS

(1) Outreach Services

(a) Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV.

(b) EIS must be provided to any PLWH identified through Outreach Services.

(c) No broad scope awareness activities, such as those directed to the general public, are allowed.

(2) Harm/Risk Reduction Services/Support

(a) Some staff time may be used to support Harm Reduction services; however, primary staff roles must be to conduct Core HSSS activities.

(b) There are many restrictions on use of funds for syringe and harm reduction services. Details will be provided in the HSSS Budget Guidance. However, funds may be used to purchase sharps containers.

(3) Targeted Community Education and Capacity Building

Activities are focused on reaching Priority Populations, not the general public.

(4) Condom Distribution

(a) See Section 4.f.(3) In-Kind Services: Condoms/Lubricant for expectations.

(b) A distribution plan will be required to be submitted to OHA for approval.

OHA recommends LPHAs use local data and needs assessments to determine which Enhanced activities should be prioritized.

f. <u>In-Kind Services</u>

(1) General

Pending availability of funds, OHA may provide In-Kind Resources or Technical Assistance to support the delivery of HSSS.

(2) STI Medications

(a) As a subrecipient of Section 318 authorized grant funds, LPHA is eligible to participate in the 340B drug pricing program as an STD-type covered entity provided that all remaining 340B requirements are met. See Section 9, Funding Information, 340B drug pricing eligibility for more information.

(b) LPHA may use OHA-provided STI medications to treat Cases or Contacts subject to the following requirements:

(c) Medications must be provided at no cost to individuals receiving treatment.

(d) LPHA must perform a monthly medication inventory and maintain a log of all medications supplied; LPHA must log in and log out each dose dispensed.

(e) LPHA must log and document appropriate disposal of medications provided under this Agreement which have expired, thereby preventing their use.

(f) If LPHA subcontracts with another provider for HSSS services, any OHA-provided In-Kind STI medications received by LPHA must be provided, free of charge, to its subcontractor for the purposes set out in this section. Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. LPHA must document the medications provided to a Subcontractor under this section.

(3) Condoms/Lubricant

(a) Any condoms or lubricant provided In-Kind from OHA must be distributed or supplied at no cost to individuals being served. Under no circumstances can LPHA or its subcontractor sell condoms or lubricant supplied by OHA under this Agreement.

(b) LPHA shall store condoms in a cool, dry place to prevent damage and shall manage inventory to ensure distribution before supplies expire.

(c) LPHA shall provide Referrals to the free mail-order condom service funded by OHA.

g. Educational Material/Brochures/Pamphlets

(1) LPHA and its subcontractors shall distribute and make available culturally and linguistically appropriate HIV/STI informational materials. See OHA-provided materials.

(2) Any LPHA or subcontractor wanting to create their own HIV educational materials must submit those materials to the CDC-required Oregon Program Review Panel for approval.

h. End HIV/STI Oregon Promotion and Support

LPHA and its subcontractors shall support and promote the OHA End HIV/STI Oregon initiative as follows:

(1) Display the End HIV/STI Oregon logo and website link on LPHA program-related website if applicable.

(2) Provide LPHA logo for inclusion on End HIV/STI Oregon website.

(3) Ensure any HSSS promotional materials developed and funded by this agreement include information about the End HIV/STI Oregon initiative, including the logo and website address.

(4) Use the End HIV/STI Oregon Ambassador Kit to promote End HIV/STI Oregon messaging.

i. Continuing Education, Training, and Partner/Systems Coordination

(1) LPHA must participate in community learning and ongoing training facilitated or made available by OHA; the OHA HIV/STD Program's training contractor, Oregon AIDS Education and Training Center; or a CDC-assigned Capacity Building Assistance Provider.

(2) LPHA shall budget for and assign an appropriate HSSS program staff to attend:

(a) Virtual quarterly HSSS contractor check in calls or meetings with the OHA-designated contact to discuss service successes and challenges and troubleshoot issues as they arise.

(b) An in-person HSSS contractor meeting when scheduled.

(c) OHA Monthly STI/HIV Orpheus and Case Investigation Trainings, Quarterly HSSS Community of Practice, and Congenital Syphilis Case/Data Review meetings. Monthly STI/HIV Orpheus Trainings are recorded.

(d) Other training as requested by OHA.

j. Data Entry and Security Requirements.

(1) LPHA must collect and report on HSSS data variables in the following systems:

(a) Orpheus, Oregon's integrated electronic disease surveillance system, including the HSSS window.

(b) CDC approved HIV testing database.

OHA will provide LPHA with an HSSS Standards Guidance which details data entry requirements.

(2) Security:

(a) LPHA and its subcontractors must maintain a written policy to ensure that confidentiality and breach procedures are in place. The policy must describe investigative steps and actions, consequences for breaches, and a requirement to notify OHA within 14 business days from reported date of event.

(b) HSSS staff will complete an annual confidentiality and security training designated by LPHA and associated trainings offered by OHA.

k. LPHA will receive two awards – PE81-01 and PE81-02 – to support HSSS services.

(1) PE81-01 is funded by a CDC HIV Prevention Grant. As much as is feasible, these funds should be used first.

(2) PE81-02 is funded by income generated from HRSA Ryan White Program.

(3) HSSS Standards and Budget Guidance provides detail on allowable use of funds and any restrictions.

6. General Expense Reporting: LPHA must complete an "Oregon Health Authority Public Health Division Expenditure Report" located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx. A separate report must be filed for each applicable Program Element and any sub-elements. Reports must be submitted to OHA each quarter on the following schedule:

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

7. Program Reporting Requirements.

a. HSSS Standards Guidance provides additional detail on programmatic activities and reporting requirements.

b. LPHA will participate in twice yearly HSSS data cleaning and annual evaluation of data.

c. All annual required data must be entered into Orpheus and CDC approved HIV testing database by February 1 for the prior calendar year.

d. LPHA must submit Mid-Year Program Report and Annual Program Report as follows:

HSSS Program Reports	Due Date
Mid-Year: July 1– December 31	January 30
Annual: July 1 – June 30	August 20

e. If these programmatic reporting timelines are not met, OHA will work with LPHA or its subcontractor to establish and implement a corrective action plan.

8. Performance Measures

Not applicable

9. Funding Information

a. **Payor of last resort:** CDC grant funds should be prioritized for use before HRSA funds when possible. HRSA funds must be used as dollars of last resort. HSSS funds shall not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs.

b. **Direct cash payments:** Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element.

c. **Specific use of funds**: Funds may only be used for those HSSS services detailed in the OHA approved budget. Approved local program budgets shall be kept on file with OHA.

d. **Prioritized funding for AIDS Drug Assistance Programs.** HSSS services are supported by HRSA Program Income, generated by the AIDS Drug Assistance Program (ADAP). OHA is required to ensure (ADAP) services are available to eligible Oregonians. HRSA Program Income available for HSSS cannot be guaranteed. OHA reserves the right to terminate or modify funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.

e. **Unspent funds:** No carryover of unspent funds will be allowed under this Program Element. OHA will direct any unspent funds to address emerging and future service needs.

f. **340B drug pricing program eligibility:** Subrecipients of Section 318 authorized grants are eligible to participate in the 340B drug pricing program as STD-type covered entities provided that all remaining 340B requirements are met. If LPHA elects to pursue covered entity status, it is the sole responsibility of LPHA to comply with all HRSA regulations and requirements for 340B drug pricing program covered entities. Any 340B cost savings or program income realized because of funding from this Agreement must be used in a manner consistent with the goals of the grant or program under which it was authorized, i.e., any cost saving resulting from Section 318 authorized funding must be used to increase, enhance, and support STI screening and treatment services.

(1) 340B registration and recertification: LPHA must be prepared to provide supporting documentation to demonstrate 340B eligibility if registering or recertifying as a STD-type 340B covered entity, including a copy of the federal grant notice of award and a copy of this Agreement.

(2) LPHA is a subrecipient of grant funds from two Section 318 authorized grants and may qualify to register as a 340B covered entity. LPHA may list either qualifying grant when registering or recertifying as a 340B covered entity so long as the period of funding has not elapsed. The grants are identified by the following information:

(a) Strengthening STD Prevention and Control for Health Departments (STD PCHD)

- Grant recipient:

  Oregon Health Authority

  800 NE Oregon Street

  Portland, OR 97232-2162
- Grant subrecipient: LPHA, as listed in this Agreement
- Grant award number: NH25PS005149
- NOFO number: CDC-RFA-PS19-1901
- Qualifying financial relationship: Direct funding (STI medication reimbursement) and in-kind contributions of state purchased condoms and subsidized laboratory testing services.

(b) High Impact HIV Prevention and Surveillance Programs for Health Departments

- Grant recipient:

  Oregon Health Authority

  500 Summer St. NE #E32

  HIV/STD/TB Section

  Salem, OR 97301-1064
- Grant subrecipient: LPHA, as listed in this Agreement
- Grant award number: NU62PS924848
- NOFO number: CDC-RFA-PS-24-0047
- Qualifying financial relationship: Direct funding of PE81-01.

10. Subcontracted Services

a. LPHA may use HSSS funds to subcontract with other LPHAs to deliver any or all HSSS activities.

b. LPHA may use HSSS funds to subcontract with community-based organizations to perform Testing and deliver Enhanced HSSS services.

c. LPHA must complete and submit any subcontractor budgets as part of the overall budget to OHA for review and approval.

d. LPHA must ensure that each subcontractor adheres to the standards, minimum requirements, and reporting responsibilities outlined in Section 8, items a-f, and HSSS Standards and Budget Guidance.

e. LPHA must require subcontractor(s) to participate in any applicable training and capacity building and quality assurance activities.

Program Element #082 Rural Health Transformation Program

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below and by the Rural Health Transformation Program (RHTP) Centers for Medicare & Medicaid Services (CMS) standard grant and cooperative agreement terms and conditions (located at: https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf), to deliver Rural Health Transformation Program: Healthy Communities & Prevention Initiative.

   The Healthy Communities & Prevention Initiative focuses on bolstering Rural health systems by expanding access to integrated primary care and social health services that promote prevention, healthy nutrition, care coordination, and care management, especially for individuals with complex health statuses. Investments made under this initiative promote whole person health across all facets of life, from prenatal and infancy to end-of-life care. This initiative has three aims:

   a. **Demonstrate strategies to ensure Rural Oregonians can easily and affordably access necessary services, including for behavioral health, maternal and child health, oral health, long-term care, and emergency services, in their community across a variety of settings by leveraging local partnerships and technology-driven solutions.**

      This may include:

      - Expanding home visiting programs to Rural communities,
      - Establishing or expanding projects that close service gaps for people living with mental health conditions,
      - Expanding access to services and supports for people living with or at risk for cognitive impairment,
      - Conducting activities that increase access to comprehensive oral health services for patients across Oregon through innovative solutions including mobile dental clinics and tele-dentistry, and
      - Expanding and ensuring access to critical access pharmacies via expanded services such as pharmacy lockers, telepharmacy, including pharmacy preparedness for emergencies and other technologies.

b. Implement strategies to increase social health services, navigation and outreach capabilities, non-traditional care teams, and population health infrastructure.

This may include investments in locally developed groups or efforts to:

- Identify and connect individuals needing social supports (including but not limited to food, housing, and transportation) to resources to maintain their overall health,
- Increase access to health services in school settings,
- Expand community-based prevention and health promotion initiatives, including those addressing physical activity, nutrition, the built environment, sleep, stress, and social connectedness, and
- Launch new or expand mobile care offerings (including but not limited to oral, perinatal, behavioral health, and/or optometry services.).

c. Implement strategies to advance innovative, community-driven solutions that provide choice and tools to support personal health care management.

This may include expansion of telehealth and digital health tools, including Remote Patient Monitoring (RPM), expanding resources and supports for caregivers, and expanding self-management education programs to help Rural patients with chronic conditions. These programs include but are not limited to:

- Heart Healthy Ambassador Program (https://pmc.ncbi.nlm.nih.gov/articles/PMC11414079/),
- Chronic Disease Self-Management Program (https://www.ruralhealthinfo.org/toolkits/chronic-disease/2/self-management), and
- Walk With Ease (https://www.arthritis.org/health-wellness/healthy-living/physical-activity/walking/walk-with-ease/wwe-about-the-program).

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

2. Definitions Specific to this Program Element.

a. "Community Lead" means an organization designated by the Authority to provide community coordination and quality assurance services in accordance with OAR 333-006-0050 for the newborn nurse home visiting program in a specified community.

b. **"Frontier" or "Remote"** means any county with six or fewer people per square mile.

c. **"Newborn Nurse Home Visiting Provider" (NNHVP) or "Certified Provider"** means an organization certified by the Authority to provide newborn nurse home visits in accordance with OAR 333-006-0070 and OAR 333-006-0120.

d. **"Remote Patient Monitoring"** means a type of telehealth in which healthcare providers monitor patients outside the traditional care setting using digital medical devices, such as weight scales, blood pressure monitors, pulse oximeters, and blood glucose meters. The data collected from these devices are then electronically transferred to providers for care management. Automated feedback and workflows can be built into data collection, and out-of-range values or concerning readings can be flagged.

e. **"Rural"** means any geographic areas in Oregon ten or more miles from the center of a population center of 40,000 people or more.

f. **"Telepharmacy"** means a form of pharmaceutical care in which pharmacists and patients are not in the same place and can interact using information and communication technology (ICT) facilities. Telepharmacy has been adopted to provide pharmaceutical services to underserved areas and to address the problem of pharmacist shortage.

g. **"Self-Management and Education (SME) Programs"** means programs that help people who have ongoing health conditions learn how to live life to the fullest. For many people, this means lives with less stress, more energy, and a greater ability to do the things they want to do. SME Programs are clinically proven to reduce symptoms and improve quality of life.

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 Public Health Modernization Manual at: 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	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational	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*						
Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.		X		*	X	X	X	X		X	X	
Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in rural areas of the jurisdiction		X		X			X	*		X	X	
In collaboration with community partners, identify barriers to health care access and gaps in services and implement strategics to address these gaps and barriers to care				*			X		X	X	X	
Coordinate and/or implement multifaceted		*		X	X		X			X		

prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity (3) and address specific health topics that contribute to chronic diseases.												
Implement community health worker models to support navigation to community health and social resources.		*		X	X		X	X				
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns		*		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	
Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns		X		*			X	X	X	X	X	
Ensure community access to home visiting services for all families with newborns		X		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

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

LPHA must:

a. Direct funding and activities to Rural and Frontier areas. Any activities and spending in urban areas must clearly demonstrate benefit to Rural populations in the jurisdiction.

b. Submit local program plan and local program budget to OHA for approval on templates and timeline as prescribed by OHA and that meets federal Centers for Medicaid and Medicare Services requirements. Once approved the local program plan and local program budget are incorporated herein by this reference.

c. Engage in activities as described in its local program plan and budget.

d. Implement projects within the following funding categories.

(1) Perinatal Care Coordination

(2) Nurse home visiting programs

(3) Mobile health programs

(4) Chronic disease self-management programs

(5) School-based prevention programs

(6) Treatment and recovery programs

(7) Nutrition programs

(8) Lead testing programs

(9) Developing or expanding behavioral health clinic partnerships and coordination

(10) If needed to be responsive to a specific previously identified local community need, LPHAs may propose a project or activity not listed above. LPHA must demonstrate alignment with a current community health improvement plan priority and with Healthy Communities and Prevention Outcome 4 (new health care and social health services).

e. Implement strategies and activities in accordance with this Program Element. Strategies and activities in the local program plan must support one of the three aims outlined in Section 1 and must align with at least one of the following:

(1) Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.

(2) Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in rural areas of the jurisdiction.

(3) In collaboration with community partners, identify barriers to health care access and gaps in services and implement innovative strategics to address these gaps and barriers to care.

(4) Coordinate and/or implement multifaceted prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity, and address specific health topics that contribute to chronic diseases.

(5) Implement community health worker models to support navigation to community health and social resources.

f. Implement activities designed to support progress for Outcome 4 in Section 7 of this Program Element. In addition, LPHA may choose to implement activities that also support progress for one other outcome measure in Section 7.

g. Support new access points and expansion of services to Rural communities and not use funding to replace or duplicate existing funding sources. Funds may only be applied to the costs associated with new populations, new activities, new program milestones, etc. when used to expand an existing pilot program or initiative, or to develop new programs with existing partners.

h. Use funds for activities that are not currently reimbursable by Medicaid or other payor.

i. Requirements for sites selected to implement Family Connects Oregon (FCO) program:

General Requirements for Community Lead and Newborn Nurse Home Visiting Grantees

LPHA must:

(1) Use funds for this Program Element in accordance with its local program budget. Modifications to the local program budget may only be made with OHA written approval.

(2) Attend a monthly planning and coordination meeting with OHA's Family and Child Health staff.

(3) Funding Limitations: Funds awarded under this Program Element and listed in the Exhibit C, Financial Assistance Award are limited to expenditures for Family Connects Oregon Community Lead activities and Newborn Nurse

Home Visiting Provider activities.

j. Designated Community Lead, or authorized by OHA to perform Community Lead Activities

LPHA must:

(1) Maintain staffing required by the program which includes the Family Connects Oregon Community Alignment Specialist and Program Administrator roles.

(2) Ensure a subcontract and/or Memorandum of Understanding is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.

(3) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.

(4) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

k. Designated Newborn Nurse Home Visiting Provider Activities

LPHA must:

(1) Maintain staffing required by the program which includes but is not limited to Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead, Nurse Home Visitor(s), and Program Support Specialist roles.

(2) Ensure a subcontract and/or Memorandum of Understanding (MOU) is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.

(3) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.

(4) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

(5) All nurses working in the Family Connects Oregon program must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

l. Designated Newborn Nurse Home Visiting Provider Billing Activities

LPHA must:

(1) As a provider of Medicaid services, the Newborn Nurse Home Visiting Provider must comply with Medical and Targeted Case Management billing policy and codes in OAR 410-130-0605.

5. General Expense Reporting. LPHA must submit quarterly and annual expense reports on reporting template and timeline prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements. A separate report must be filed for each applicable Program Element and any sub-element. Note, reporting requirements may change to meet OHA oversight and CMS reporting requirements.

6. Program Reporting Requirements.

a. Submit local program plan progress reports using the timeline and format prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements.

b. Reports must include number of people served and achievements on stated outcomes, metrics, and milestones. Tentative reporting timelines are listed below. A final schedule will be posted online here: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx and sent out to LPHAs when revised.

Tentative Reporting Timelines		
Report Type	CMS Reporting Period	Report Due Date
Budget Period 1 Reporting Schedule *Spending period: 12/31/25 - 9/30/2027*		
Annual Report	12/31/2025 - 7/31/2026 (May be updated depending on date of agreement execution)	7/31/2026 (May be updated depending on date of agreement execution)
Budget Period 2 Reporting Schedule *Spending period: 10/31/26 - 9/30/2028*		
Quarterly Report	8/1/2026 - 10/29/2026	10/29/2026
Quarterly Report	10/30/2026 - 2/1/2027	2/1/2027
Quarterly Report	2/2/2027 - 4/30/2027	4/30/2027
Annual Report	8/1/2026 - 7/31/2027	7/31/2027

c. Requirements for LPHAs implementing Family Connects Oregon:

LPHA must provide progress reports to OHA in a format designated by OHA that include the following:

(1) Community Lead Report: If the LPHA is the Community Lead, submit reports using the Community Lead Report on a schedule determined by OHA. The report includes information on the Family Connects program

population reach, staffing, and community alignment activities. OHA will provide the LPHA the report template.

(2) **Program Sustainability Report (PSR):** If the LPHA is the Community Lead or the Newborn Nurse Home Visiting Provider, submit a PSR in a format and on a schedule determined by OHA. The purpose of the PSR is to support Family Connects program sustainability. The report includes information on a site's projected and actual program funding and expenditures including for this Program Element, as well as program revenue. If the Community Lead and Newborn Nurse Home Visiting Provider are different LPHA organizations, the two will receive one PSR from OHA and are required to coordinate and submit one PSR only.

(3) **Data Collection and Reporting:** LPHA must ensure that data on individuals who receive Family Connects Oregon services are collected and entered into the state-designated data system in a timely manner that is aligned with expectations defined by the program and within no more than 30 business days of visiting the client and 45 days of case closure (information shall be obtained from Community Leads and NNHVP).

7. Performance Measures.

a. LPHA must operate the Rural Health Transformation Program: Healthy Communities & Prevention Initiative in a manner designed to make progress toward achieving Outcome 4 of the Rural Health Transformation Program Outcomes based on the strategies and activities LPHA is implementing from section 4d. In addition, LPHA may select one additional outcome from the list below when implementing strategies and actions from section 4d. LPHAs selected to implement strategies and actions in section 4.i., must also operate in a manner that supports progress toward Outcome 1.

(1) Outcome 1: Universal access to home visiting services

(2) Outcome 2: Increase availability of mental health and substance use disorder treatment

(3) Outcome 3: Increase patient engagement with new preventive health and/or self-management programs

(4) Outcome 4: Increase rural populations served by new health care and social health services (i.e., health services)

(5) Outcome 5: Expanded access to health care services, including chronic disease management, through increased availability of telehealth

EXHIBIT C
FINANCIAL ASSISTANCE AWARD

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. Financial Assistance Award.

Notwithstanding the Explanation of the Financial Assistance Award, PE-03 is listed as a "$0.00" in the Financial Assistance Award, as the total available balance for PE 03 payments is shared across all LPHAs. Payments for allowable expenses will still be made subject to the availability of total funding across all LPHAs, as further explained in the PE 03 description in Exhibit B.

2. Explanation of the Financial Assistance Award

LPHA must conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee	2) Issue Date	This Action
Name: Marion County	Wednesday, July 1, 2026	Amendment
Street: 3180 Center St. NE, Suite 2100		
City: Salem	3) Award Period	
State: OR Zip: 97301-4532	From July 1, 2025 through June 30, 2027	

4) OHA Public Health Funds Approved					
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance	5) Footnote
PE01-01	State Support for Public Health	$448,700.00	$448,699.00	$897,399.00	07/2025: funding available 7/1/25 -9/30/25 only. 10/2025: Prior footnote dated 07/2025 null and void.
PE01-09	COVID-19 Active Monitoring - ELC	$173,934.23	$0.00	$173,934.23	07/01/2026: Funds are available 7/1/25-6/30/26 only.
PE01-12	ACDP Infection Prevention Training	$1,517.82	$0.00	$1,517.82	07/01/2026: Funds available 7/1/25-6/30/26 only.
PE12-01	Public Health Emergency Preparedness and Respo	$133,467.00	$33,467.46	$166,934.46	07/01/2026: Funds available 7/1/25-9/30/26 only.
PE13	Tobacco Prevention and Education Program (TPE	$425,000.00	$425,000.00	$850,000.00	
PE36	Alcohol & Drug Prevention Education Pr	$292,382.00	$66,368.00	$358,750.00	
PE36-01	OSPTR Board Primary Prevention Funding	$447,046.00	$291,941.43	$738,987.43	
PE40-01	WIC NSA: July - September	$321,380.00	$0.00	$321,380.00	07/2025: funds available 7/1/25-9/30/2025 only
PE40-01	WIC NSA: July - September	$0.00	$330,577.00	$330,577.00	07/01/2026: Funds available 7/1/26-9/30/26 only.
PE40-02	WIC NSA: October - June	$0.00	$991,730.00	$991,730.00	07/01/2026: Funds available 10/1/26-6/30/27 only.
PE40-02	WIC NSA: October - June	$964,139.00	$0.00	$964,139.00	07/2025: funds available 10/1/25-6/30/26 only
PE40-05	Farmer's Market	$7,301.00	$7,991.00	$15,292.00	
PE42-03	MCAH Perinatal General Funds & Title XIX	$33,678.00	$0.00	$33,678.00	07/01/2026: Funding available 7/1/25-6/30/26 only.
PE42-03	MCAH Perinatal General Funds & Title XIX	$0.00	$34,049.00	$34,049.00	07/01/2026: Funding available 7/1/26-6/30/27 only.
PE42-04	MCAH Babies First! General Funds	$37,436.00	$0.00	$37,436.00	07/01/2026: Funding available 7/1/25-6/30/26 only.
PE42-04	MCAH Babies First! General Funds	$0.00	$37,850.00	$37,850.00	07/01/2026: Funding available 7/1/26-6/30/27 only.

4) OHA Public Health Funds Approved					
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance	5) Footnote
PE42-11	MCAH Title V	$126,159.00	$0.00	$126,159.00	07/2025: Indirect rate caps at 10%. 07/01/2026: Funding available 7/1/25-6/30/26 only.
PE42-11	MCAH Title V	$0.00	$31,837.00	$31,837.00	07/01/2026: Funds available 7/1/26-9/30/26 only. Indirect rate caps at 10%.
PE42-11	MCAH Title V	$0.00	$95,510.00	$95,510.00	07/01/2026: Funding available 10/1/26-6/30/27 only. Indirect cost rate cap at 10%.
PE42-12	MCAH Oregon Mothers Care Title V	$3,156.00	$0.00	$3,156.00	07/2025: Indirect rate caps at 10%. 07/01/2026: Funding available 7/1/25-6/30/26 only.
PE43-01	Public Health Practice (PHP) - Immunization Se	$103,323.00	$0.00	$103,323.00	07/01/2026: Funding available 7/1/25-6/30/26 only.
PE43-01	Public Health Practice (PHP) - Immunization Se	$0.00	$102,712.00	$102,712.00	07/01/2026: Funding available 7/1/26-6/30/27 only.
PE50	Safe Drinking Water (SDW) Program (Vendors	$156,487.80	$156,487.80	$312,975.60	
PE51-01	LPHA Leadership, Governance and Progra	$2,013,349.00	$2,162,655.27	$4,176,004.27	
PE51-05	CDC PH Infrastructure Funding	$1,560,810.98	$0.00	$1,560,810.98	
PE81-01	HIV/STI Statewide Services (HSSS) Federal F	$132,533.00	$0.00	$132,533.00	07/01/2026: Funding available 7/1/25-6/30/26 only.
PE81-01	HIV/STI Statewide Services (HSSS) Federal F	$0.00	$132,533.00	$132,533.00	07/01/2026: Funding available 7/1/26-6/30/27 only.
PE81-02	HIV/STI Statewide Services (HSSS) Program	$642,513.00	$0.00	$642,513.00	07/01/2026: Funds available 7/1/25-6/30/26 only.
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	$0.00	$642,513.00	$642,513.00	07/01/2026: Funding available 7/1/26-6/30/27 only. No carryover allowed.

4) OHA Public Health Funds Approved					
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance	5) Footnote
PE82-01	Rural Health Transformation Program - LPHA Transformation	$522,682.00	$0.00	$522,682.00	5/1/2026: Funds available 4/1/26-6/30/26 only. Indirect rate caps at 10%. Disbursement for this PE will be by budget period and as follows: 50% payment upon budget approval after execution and two 25% payments at dates determined by OHA, unless OHA approves a different payment structure as part of the budget approval process. 07/01/2026: Prior footnote null and void. Funds available 4/1/26-6/30/27 only. Indirect rate caps at 10%. Disbursement for this PE will be by budget period and as follows: 50% payment upon budget approval after execution and two 25% payments at dates determined by OHA, unless OHA approves a different payment structure as part of the budget approval process.
		$8,546,994.83	$5,991,920.96	$14,538,915.79	

6) Comments:	
PE01-09	10/2025: Rollover unspent SFY25 funds of $173,934.23
PE12-01	01/2026: $450 available for training 4/1/26-5/31/26 only
PE36	08/2025: Prior comment null and void 07/2025: $73,095.50 available 7/1/25 - 9/30/25 only.
PE36-01	07/2025: rollover unspent SFY25 funds of $447,046
PE51-05	09/2025: Rollover unspent SFY25 funds of $1,560,810.98.
PE81-01	07/2025: $121,489 available 7/1/25-5/31/26 only; $11,044 available 6/1/26-6/30/26 only

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

a. **Item 1 "Grantee"** is the name and address of the LPHA;

b. **Item 2 "Issue Date" and "This Action"** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and

c. **Item 3 "Award Period"** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see "Footnotes" below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.

d. **Item 4 "OHA Public Health Funds Approved"** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:

(1) **Column 1 "Program"** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.

(2) **Column 2 "Previous Award Balance"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for

information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(3) **Column 3 "Increase/(Decrease)"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 "New Award Balance"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.

f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term "LPHA" will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)

   a. Authority. Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter "Act") as set forth below.

   b. LPHA Enforcement Functions. LPHA shall assume the following enforcement functions:

      (1) Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).

      (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.

      (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.

      (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.

      (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.

      (6) Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) "OHA Responsibilities."

      (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.

      (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.

(9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.

c. **LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.

d. **OHA Responsibilities.** OHA shall:

(1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.

(2) Provide technical assistance to LPHAs.

(3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.

(4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.

(5) Issue final orders for all such case hearings.

(6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.

(1) **Consultation and Testing**. If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or

OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

(2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

(1) LPHA is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. LPHA 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.

(2) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.

(3) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.

(4) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this

section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.

(2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

(1) Notice of Underexpenditure, Overexpenditure or Misexpenditure. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure or Overexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) Recovery of Underexpenditure or Overexpenditure.

(a) LPHA's Response. LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.

(b) Appeals Process. If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is

different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to "Appeal Process" above, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the

Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

(a) LPHA's Response. From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:

i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;

ii. Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments") below; or

iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

(b) Appeal Process for Misexpenditure. If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

i. Appeal from OHA-Identified Misexpenditure. If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and

OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by

the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

B. If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds,

the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below.

C. If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover From Future Payments" below.

D. Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

II. For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director

- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.

IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.

VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.

VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(c) Recovery From Future Payments. To the extent that OHA is entitled to recover a Misexpenditure pursuant to "Appeal Process for Misexpenditure" above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

(1) LPHA shall cooperate with OHA in the Agreement Settlement process.

(2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.

(3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be

construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.

(b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element. OHA will maintain accurate financial records for all Federal and State awards, clearly identifying each award by program element with expenses tracked separately, supported by documentation that verifies amounts reported on expenditure reports.

3. Subcontracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.

5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:

   a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.

   b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.

   c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.

   d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

   For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to

LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report must be substantially of the form set forth in the OHA Public Health Division Expenditure Report at the following location: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx "

All reports must be completed in accordance with the associated instructions located at: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx under "Administrative and Fiscal Guidance." Reports must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. Some Program Elements require invoices, which requirements are outlined in that Program Element Description. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination" , of LPHA's obligation to include that Program Element in its public health program.

8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.

9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual *http://www.oregon.gov/DAS/Pages/Programs.aspx* as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

11. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

12. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

13. Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

14. Purchase and Disposition of Equipment.

a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than $10,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

(1) Network

(2) Personal Computer

(3) Printer/Plotter

(4) Server

(5) Storage devices that will contain Client information.

(6) Storage devices that will not contain Client information when the acquisition cost is $100 or more

(7) Software when the acquisition cost is $100 or more

b. For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

(1) description of the Equipment;

(2) serial number;

(3) source of funding for the Equipment (including the FAIN);

(4) who holds title;

(5) where Equipment was purchased;

(6) acquisition cost and date

(7) percentage of federal participation in cost;

(8) location, use and condition of the Equipment; and

(9) any ultimate disposition data including the date of disposal and sale price of the Equipment

c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than $10,000, using the straight-line method. LPHA shall notify the state of items that are loss, damaged, or theft of equipment that will have an impact on the program.

d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.

e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.

f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. 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. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

a. LPHA represents and warrants as follows:

(1) Organization and Authority. LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

(3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

(1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or

instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

a. Definitions. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

c. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-

free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

d. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;

c. LPHA: (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 as 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

d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA 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 LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a

Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Corrective Action Plan and Termination.

a. Upon OHA's identification of any deficiencies in LPHA's performance under this Agreement, OHA will notify LPHA in writing of the identified deficiencies. Deficiencies include, without limitation, failure to submit reports as required or meet performance requirements. LPHA shall, within 30 days of receipt of such written notice of deficiency from OHA, respond in writing to OHA (with supporting documentation, if applicable) in one of the following ways: 1) by disputing the deficiency, 2) by notifying OHA that the deficiency has been corrected, or 3) preparing and submitting to OHA a Corrective Action Plan (CAP) to be reviewed and approved by OHA. If LPHA responds with options 1) or 2) from the previous sentence, OHA will carefully consider the response. However, if OHA finds and notifies LPHA that a deficiency persists, LPHA must submit a CAP to OHA within 14 days after said notification. Upon LPHA request, OHA will provide assistance to LPHA in the development or revising of the CAP. The CAP shall include, but is not limited to, the following information:

(1) Reason(s) for the CAP;

(2) The date the CAP will become effective, with timelines for implementation;

(3) Planned action already taken to correct the deficiencies and proposed resolutions to address remaining deficiencies identified, with oversight and monitoring by OHA; and

(4) Proposed remedies, short of termination, should LPHA not come into compliance within the timelines set forth in the CAP.

b. LPHA Termination. LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:

(1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;

(3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or

(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.

c. OHA Termination. OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:

(1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

(4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or

(6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

(7) Immediately upon written notice to LPHA, if LPHA fails to comply with a CAP submitted to and approved by OHA.

9. Effect of Termination

a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program

Element service, from the effective date of this Agreement through the termination date.

b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.

d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.

e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to

enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. LPHA shall require subcontractors, which are not units of local government, , to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance", which is attached hereto.

11. Records Maintenance, Access, and Confidentiality.

a. Access to Records and Facilities. OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.

b. Retention of Records. LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

c. Expenditure Records. LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing,

LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.

d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA 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. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

14. **Assignment of Agreement, Successors in Interest.**

a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject

to such conditions and provisions as OHA may deem necessary. 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 shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

15. No Third-Party Beneficiaries. OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.

16. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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 this Agreement did not contain the term or provision held to be invalid.

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, or mailing the same, postage prepaid to County 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. Notwithstanding the forgoing, 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, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

COUNTY: Marion County,
Troy Gregg
3180 Center Street NE, Room 2100
Salem, Oregon 97301-4532
Telephone: (503) 737-3787
Email: tgregg@co.marion.or.us

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. Counterparts. 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 this Agreement and any Amendments so executed shall constitute an original.

21. Integration and Waiver. This Agreement, including all Exhibits, 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. 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

22. Construction. This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

23. Contribution. 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.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (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 Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency 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 LPHA 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.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA 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 LPHA 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 LPHA 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 LPHA'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.

24. Indemnification by Subcontractor. LPHA shall take all reasonable steps to cause its subcontractor, 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 LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subcontractor from and against any and all Claims.

EXHIBIT G
REQUIRED 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 36 #136), or other federal provisions, LPHA 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 LPHA, or to the Work, 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.** LPHA 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 Program Element Services. Without limiting the generality of the foregoing, LPHA 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 this 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) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) 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 this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.

2. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds $100,000 then LPHA 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. LPHA 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.

3. **Energy Efficiency.** LPHA 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).

4. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, 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 LPHA shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

   c. The LPHA 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 LPHA 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 LPHA 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 LPHA 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. Resource Conservation and Recovery. LPHA 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.

6. Audits.

a. LPHA 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 LPHA expends $1,000,000 or more in federal funds (from all sources) in a federal fiscal year, LPHA 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 LPHA expends less than $1,000,000 in a federal fiscal year is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

7. **Debarment and Suspension.** LPHA 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.

8. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

9. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

   a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

   b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

   c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

   d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

   e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).

10. Agency-based Voter Registration. If applicable, LPHA 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.

11. Disclosure.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. LPHA shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom LPHA has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between LPHA, and any wholly owned supplier or between LPHA and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR Part 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, LPHA must disclose any person with a 5% or greater direct or indirect ownership interest in LPHA who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

e. LPHA shall make the disclosures required by this Section 11 to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

12. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work 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. County 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.

13. 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, Chapter 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 Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

14. Federal Whistleblower Protection. County 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 H
REQUIRED SUBCONTRACT PROVISIONS

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
   - **a.** Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
   - **b.** If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
   - **c.** Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality**.
   - **a. Access to Records and Facilities**. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
   - **b. Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
   - **c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to

Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff 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.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

a. All written materials related to the services provided to the LPHA Client in alternate formats.

b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.

c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LHPA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall

be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2025, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:

   a. An established process and time frame for filing an employee grievance.

   b. An established hearing and appeal process.

   c. A requirement for maintaining adequate records and employee confidentiality.

   d. A description of the options available to employees for resolving disputes.

   Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by

including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. **Required Subcontractor Insurance Language.**

   a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.

   b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall 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 Subcontractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against all Claims.

9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

EXHIBIT I
SUBCONTRACTOR INSURANCE

LPHA 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 LPHA and Contractor (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 OHA.

LPHA shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA 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 LPHA permit a Contractor to work under a Subcontract when the LPHA is aware that the Contractor is not in compliance with the insurance requirements. As used in this Exhibit, a “first tier” Contractor is a Contractor with whom the LPHA directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

Waiver. LPHA may request a waiver of the insurance requirements set forth in this Exhibit I by submitting a request to lpha.tribes@oha.oregon.gov. Any waiver granted shall be at the sole discretion of OHA and must be approved in writing. However, commercial general liability (CGL) insurance requirements will not be waived absent compelling circumstances, as determined solely by OHA. The granting of a waiver in one instance shall not constitute a waiver in any other instance, nor shall it modify or waive any other obligations under this Agreement.

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.

1. 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 656.23, Contractor shall also obtain Employers' Liability Insurance coverage with not less than $500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contactor 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.

2. COMMERCIAL GENERAL LIABILITY

☒ **Required by OHA** ☐ **Not required by OHA.**

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 Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount not less than the following:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

3. AUTOMOBILE LIABILITY

☒ **Required by OHA** ☐ **Not required by OHA.**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned or hired vehicles with a combined single limit as designated in the below table for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability

Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

4. PROFESSIONAL LIABILITY

☒ **Required by OHA** ☐ **Not required by OHA.**

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 Contractor/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount as designated in the below table.

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.

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

5. 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.

6. 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.

7. ADDITIONAL INSURED.

All liability insurance, except 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 rising 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.

8. 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).

9. 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 tat 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 LPHA 's acceptance of all Services required under the Subcontract or,

(ii) OHA or LPHA's termination of this Contract, or

(iii) The expiration of all warranty periods provided under this Contract.

10. NOTICE OF CHANGE OR CANCELLATION.

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

11. INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA and LPHA under this Agreement and to provide updated requirements as mutually agreed upon by OHA and LPHA.

12. STATE ACCEPTANCE:

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

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

PE01-09 COVID-19 Active Monitoring - ELC

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/01/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	2,486,047.00
Project Description:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$173,934.23	$173,934.23

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

Federal Award Identification Number:	NU90TU000054	NU90TU000054	NU90TU000054
Federal Award Date:	06/26/25	06/11/24	
Budget Performance Period:	07/01/25-06/30/26	07/01/2024-06/30/2026 (EA)	07/01/2026-06/30/2027
Awarding Agency:	CDC	CDC	CDC
CFDA Number:	93.069	93.069	93.069
CFDA Name:	PHEP	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total Federal Award:	631,089	8,464,953	TBD
Project Description:	PHEP Cooperative Agreement	Public Health Emergency Preparedness (PHEP) Cooperative Agreement	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel Forche	Rachel Forche	Rachel Forsche
Indirect Cost Rate:	16.96	17.79%	17.59
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No

Agency	UEI	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$133,017.00	$450.00	$33,467.46	$166,934.46

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification	B08TI087061	B08TI088128	B08TI088492
Federal Award Date:	07/22/24	02/24/25	01/28/26
Budget Performance Period:	10/1/23 - 9/30/25	10/1/24 - 9/30/26	10/1/25 - 9/30/27
Awarding Agency:	SAMHSA	SAMSHA	SAMHSA
CFDA Number:	93.959	93.959	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	$26,192.258	$6,546,489	$6,544,754.00
Project Description:	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant
Awarding Official:	Anthony Provenzano	Anthony Provenzano	Anthony Provenzano
Indirect Cost Rate:	16.63%	16.96	16.96
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No

Agency	UEI	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$67,768.37	$156,450.38	$134,531.25	$358,750.00

Federal Reporting Information continued on following pages.

PE40-01 WIC NSA: July - September

Federal Award Identification Number:	217ORORW1003	217ORORW1003	217ORORW1003	TBD	TBD	TBD
Federal Award Date:						
Budget Performance Period:	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/24-9/30/25	10/1/24-9/30/25	10/1/24-9/30/25
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA	FNS, USDA	FNS, USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557	10.557	10.557	10.557
CFDA Name:	WIC NSA grant	WIC NSA grant	WIC NSA grant	Women Infants &	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	$34,500,000	$34,500,000	$34,500,000	TBD	TBD	TBD
Project Description:	Supplemental Nutrition Program WIC admin	Supplemental Nutrition Program WIC Nutrition	Supplemental Nutrition Program WIC BF	WIC ADMIN	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region	Western Region, FNS,	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.59	17.59	17.59	0, 100% pass through	0	0
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$253,226.00	$66,115.00	$11,236.00	$246,015.00	$64,276.00	$11,089.00	$651,957.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	217ORORW1003	217ORORW1003	217ORORW1003	217ORORW1003	217ORORW1003	217ORORW1003
Federal Award Date:						
Budget Performance Period:	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026	10/1/2025 - 9/30/2026
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557	10.557	10.557	10.557
CFDA Name:	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
Total Federal Award:	31,082,000	31,082,000	31,082,000	TBD	TBD	TBD
Project Description:	Nutrition Services & Administration (NSA)	Nutrition Services & Administration (NSA)	Nutrition Services & Administration (NSA)	Nutrition Services & Administration (NSA)	Nutrition Services & Administration (NSA)	Nutrition Services & Administration (NSA)
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.59%	17.59%	17.59%	17.59	17.59	17.59
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$738,043.00	$192,828.00	$33,268.00	$759,676.00	$198,346.00	$33,708.00	$1,955,869.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B0454571	BO455460
Federal Award Date:	03/19/25	03/10/26
Budget Performance Period:	10/01/2024 - 9/30/2026	10/01/2025-09/30/2027
Awarding Agency:	DHHS/HRSA	DHHS/HRSA
CFDA Number:	93.994	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952	$2,613,951.00
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services
Awarding Official:	Summer Puckett	Debra Wagler
Indirect Cost Rate:	10%	10
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No

Agency	UEI	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$157,996.00	$95,510.00	$253,506.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0454571
Federal Award Date:	03/19/25
Budget Performance Period:	10/01/2024 - 9/30/2026
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952
Project Description:	Maternal and Child Health Services
Awarding Official:	Summer Puckett
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$3,156.00	$3,156.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922673	NH23IP922673
Federal Award Date:	06/26/25	
Budget Performance Period:	7/1/2025-6/30/26	7/1/2026-6/30/27
Awarding Agency:	Centers for Disease Control and Prevention	Centers for Disease Control and Prevention
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	5,365,942	TBD
Project Description:	Strengthening Vaccine-Preventable Disease Prevention and Response - 2025	Strengthening Vaccine-Preventable Disease Prevention and Response - 2025
Awarding Official:	Ms. Randi Tolstyk	Ms. Randi Tolstyk
Indirect Cost Rate:	16.69	17.59
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No

Agency	UEI	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$103,323.00	$102,712.00	$206,035.00

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080
Federal Award Date:	01/24/26
Budget Performance Period:	12/1/25-11/30/26
Awarding Agency:	CDC
CFDA Number:	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	2339080
Project Description:	OHA, PHD's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems
Awarding Official:	Lauren Bartell Billick
Indirect Cost Rate:	4%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$1,560,810.98	$1,560,810.98

PE81-01 HIV/STI Statewide Services (HSSS) Federal Funds

Federal Award Identification Number:	NU62PS924848	NU62PS924848	NU62PS924848	NU62PS924848
Federal Award Date:			06/24/25	09/24/24
Budget Performance Period:	TBD	TBD	06/01/2025-05/31/2026	08/01/2024-05/31/2026
Awarding Agency:	CDC	CDC	CDC	CDC
CFDA Number:	93.940	93.940	93.940	93.940
CFDA Name:	HIV Prevention Activities Health Department Based	HIV Prevention Activities Health Department Based	HIV Prevention Activities Health Department Based	HIV Prevention Activities Health Department Based
Total Federal Award:	$2,128,141	TBD	2,702,680	722,218 EA Phase 24 Carryover
Project Description:	Oregon Health Authority HIV Surveillance And Prevention Program	Oregon Health Authority HIV Surveillance And Prevention Program	Oregon Health Authority HIV Surveillance And Prevention Program	Oregon Health Authority HIV Surveillance And Prevention Program
Awarding Official:	Nasima Marguerite Camp	TBD	Nasima Marguerite Camp	Nasima Marguerite Camp
Indirect Cost Rate:	16.96%	16.96%	16.96%	16.96%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No

Agency	UEI	Amount	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$121,489.00	$22,088.00	$64,733.00	$56,756.00	$265,066.00

PE82-01 Rural Health Transformation Program - LPHA Transformation

Federal Award Identification Number:	RHTCMS332071
Federal Award Date:	02/17/26
Budget Performance Period:	12/29/25-10/30/26
Awarding Agency:	DHHS/CMMS
CFDA Number:	93.798
CFDA Name:	Rural Health Transformation Program
Total Federal Award:	$197,271,577.67
Project Description:	Oregon Rural Health Transformation Program
Awarding Official:	Michelle Brown
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$522,682.00	$522,682.00

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/5/26

Department: Public Works

Title: SRTS - Scott Elementary School Brown Road RRFB Construction Contract

Management Update/Work Session Date: 7/7/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jill Ogden **Phone:** 3152

Requested Action:

Approve Contract PW-7219-26 with North Santiam Paving in the amount of $157,792.00 for the construction of pedestrian safety enhancements on Brown Road near Scott Elementary School.

Issue, Description & Background:

Marion County has received a Safe Routes to School (SRTS) grant from the State of Oregon, through the Oregon Department of Transportation (ODOT), for a project to construct a signalized pedestrian crossing at Brown Road and Arizona Avenue, which will provide increased safety for students attending Scott Elementary School.

On June 16, 2026, bids were received and opened for this project with 5 responsive bids ranging from $157,792.00 to $247,450.00. North Santiam Paving Co. was the lowest responsible bidder at $ 157,792.00.

Financial Impacts:

The total estimated cost for this construction contract of $157,792.00 will be paid 100% with State Funds. No County match is required.

Impacts to Department & External Agencies:

None

List of attachments:

PW-7219-26 Contract with North Santiam Paving Co.

Presenter:

Ryan Crowther

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.06.29 09:48:04 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7219-26**

Title: **Scott Elementary School Brown Road RRFB**

Contractor's Name: **North Santiam Paving Co.**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **September 30, 2027**

Original Contract Amount: **$ 157,792.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 157,792.00** Amd% **0%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1811-26**

Description of Services or Grant Award

Construction of a signalized pedestrian crossing at Brown Road and Arizona Avenue, which will provide increased safety for students attending Scott Elementary School.

Work must be completed by August 31, 2026.

Desired BOC Session Date: **8/5/2026** Contract should be in DocuSign by: **7/15/2026**

Agenda Planning Date **7/23/2026** Printed packets due in Finance: **7/21/2026**

Management Update **7/7/2026** BOC upload / Board Session email: **7/22/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

[signature]	07/14/2026	Traci Clarke	07/14/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

CONSTRUCTION CONTRACT PW-7219-26

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, **North Santiam Paving Co.** hereinafter called the "Contractor" for the Project entitled: **SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB**.

WITNESSETH

Contractor, in consideration of the sum of **$157,792.00** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:
   Exhibit A – BID SCHEDULE
   Exhibit B – BID CERTIFICATION
   Exhibit C – PERFORMANCE BOND
   Exhibit D – LABOR AND MATERIALS PAYMENT BOND
   Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION
   Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
   Exhibit G – PROJECT WAGE RATES
   Exhibit H – REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION PROJECTS (RESERVED)
   Exhibit I – SPECIAL PROVISIONS
   Exhibit J – PLANS AND DRAWINGS
   Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)
   Exhibit L – INVITATION TO BID AND INVITATION TO BID ADDENDUM # 1 THROUGH # 3.

   In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit H- RESERVED, (5) Exhibit G, (6) Exhibit L, (7) Exhibit J, (8) Exhibit A, (9) Exhibit B, (10) Exhibit C, (11) Exhibit D, (12) Exhibit E, and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. Contractor shall indemnify, defend, save and hold harmless the County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

   Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

7. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.

8. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.

9. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

    a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

i. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
ii. Cancellation, termination, or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

g. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the

completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

h. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute 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 be construed as a waiver by County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas (Jul 16, 2026 16:49:47 PDT) 07/16/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: 07/14/2026
Marion County Contracts & Procurement Date

NORTH SANTIAM PAVING CO., SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB

MARION COUNTY, OREGON

Bid Publication Date: May 27, 2026

Bid Opening: June 10, 2026

MARION COUNTY BID #: PW1811-26

OREGONBUYS BID SOLICITATION #: S-C25102-00016811

ONEOFFICE NO. 2026-203

ACCOUNTING PROJECT NO. 106452

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethell	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: 06-30-2027

Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

https://contracts.co.marion.or.us/gateway/

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EXHIBIT L

INTRODUCTION

1.1 Description of Work

Construction/realignment of crosswalk, installation of rectangular rapid flashing beacon ("RRFB"), and replacement of four sidewalk ramps as called for in the Plans and Specifications, and such Incidental Work as requested by the Engineer. The estimated project cost range is $200,000 to $300,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on June 10, 2026. Bids will be considered time-stamped and received by the County at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the County prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, June 10, 2026, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link ITB- Scott Elementary School Brown Road RRFB.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Complete all Work to be done no later than August 31, 2026. (Also see Special Provisions 180.50(h))

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is Locally and State Funded.

1.7 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Traci Clarke	503-365-3100	PWcontracts@co.marion.or.us

1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at:
https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. The existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file:**

- Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

In addition – please upload the excel Bid Schedule (Attachment A), excel version takes precedence.

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form – Attachment E

The County may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The County reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

The County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the County determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the County.

1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2026-203 ONEOFFICE# expires on September 30, 2027.

EXHIBIT L

Marion County
OREGON

ADDENDUM #1
TO THE
INVITATION TO BID
PW1811-26 - ITB- SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB
ISSUED ON 5/27/2026 9:00:00 AM

The following information in this addendum, hereby become part of the Invitation To Bid. It is essential that all prospective Offerors note the content of this Addendum.

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is:

A. **Essential that all prospective Offerors note the content of this Addendum.**

PUBLIC BID OPENING

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, June 11, 2026, at 3 pm, ~~Thursday, June 10, 2026, at 2:00~~ pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at ~~2:00~~ 3:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link: ITB- Scott Elementary School Brown Road RRFB

EXHIBIT L

Marion County
OREGON

ADDENDUM #2
TO THE
INVITATION TO BID
PW1811-26 - ITB- SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB
ISSUED ON 6/10/2026

The following information in this addendum, hereby become part of the Invitation To Bid. It is essential that all prospective Offerors note the content of this Addendum.

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is:

A. **Essential that all prospective Offerors note the content of this Addendum.**

PUBLIC BID OPENING

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on **Tuesday, June 16, 2026 At 2:00pm** ~~Thursday, June 11, 2026~~, immediately following Bid Closing. A Microsoft Teams meeting will be held at ~~3:00~~ 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link: ITB- Scott Elementary School Brown Road RRFB

B. **Remove and Replace Bid Schedule in its entirety,**

EXHIBIT L

Marion County
OREGON

ADDENDUM #3
TO THE
INVITATION TO BID
PW1811-26 - ITB- SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB
ISSUED ON 6/11/2026

The following information in this addendum, hereby become part of the Invitation To Bid. It is essential that all prospective Offerors note the content of this Addendum.

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is:

A. **Remove and Replace Bid Schedule in its entirety.**

EXHIBIT A- BID SCHEDULE

EXHIBIT A

BID SCHEDULE

Marion County Public Works

SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB

Marion County Bid Solicitation #: PW1811-26

OregonBuys Bid Solicitation #: S-C25102-00016811

OneOffice #: 2026-203

Project #1 - SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB

Bidder's Name: North Santiam Paving Co.

LINE #	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	0210-0100	MOBILIZATION	1	LS	15,000.00	$15,000.00
2	0221-0101	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	5,000.00	$5,000.00
3	0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	2,800.00	$5,600.00
4	0223-0168	FLAGGERS	240	HOUR	78.00	$18,720.00
5	0225-0156	BAR REMOVAL	150	SQFT	19.00	$2,850.00
6	0280-0100	EROSION CONTROL	1	LS	300.00	$300.00
7	0280-0112	CONCRETE WASHOUT FACILITY	1	EACH	1,500.00	$1,500.00
8	0280-0114	INLET PROTECTION, TYPE 7	2	EACH	105.00	$210.00
9	0290-0100	POLLUTION CONTROL PLAN	1	LS	300.00	$300.00
10	0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	20,000.00	$20,000.00
11	0320-0100	CLEARING AND GRUBBING	1	LS	3,750.00	$3,750.00
12	0490-0102	ADJUSTING CATCH BASINS	2	EACH	1,000.00	$2,000.00
13	0640-0100	AGGREGATE BASE	100	TON	75.00	$7,500.00
14	0740-0100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	26	TON	300.00	$7,800.00
15	0759-0103	CONCRETE CURBS, CURB AND GUTTER	115	FOOT	48.00	$5,520.00
16	0759-0110	CONCRETE CURBS, STANDARD CURB	31	FOOT	42.00	$1,302.00
17	0759-0128	CONCRETE WALKS	715	SQFT	16.00	$11,440.00
18	0759-0154	EXTRA FOR NEW CURB RAMPS	4	EACH	1,800.00	$7,200.00
19	0759-0510	TRUNCATED DOMES ON NEW SURFACES	40	SQFT	40.00	$1,600.00
20	0867-0145	PAVEMENT BAR, TYPE B-HS	125	SQFT	17.00	$2,125.00
21	0905-0101	REMOVE AND REINSTALL EXISTING SIGNS	1	LS	1,050.00	$1,050.00
22	0980-0090	RECTANGULAR RAPID FLASHING BEACON SYSTEM COMPLETE	1	LS	34,000.00	$34,000.00
23	1030-0700	RESTORE EXISTING LANDSCAPING	1	LS	1,500.00	$1,500.00
24	1050-0701	REMOVING AND REBUILDING FENCE	1	LS	1,525.00	$1,525.00

OneOffice 2026-203 - PROJECT NUMBER 1 TOTAL $157,792.00

OneOffice 2026-203 - TOTAL EXTENSION $157,792.00

EXHIBIT B – BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal 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.
- 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 Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco

Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the County finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the County will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, County, the County's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $ 25 Million. The Bidder declares the portion of this amount which remains available at time of completion of this form is $ 15 Million.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

EXHIBIT B

The bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project.

Acknowledgement of receipt of addenda:

No. 1 **Date:** 6/8/2026
No. 2 **Date:** 6/10/2026
No. 3 **Date:** 6/11/2026
No. ____ **Date:** _____
No. ____ **Date:** _____

[The remainder of this page intentionally left blank.]

EXHIBIT B

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1	Circle Blvd Reconstruction & Resurfacing
Location (city/state)	Corvallis, Oregon
Owners Name	City of Corvallis - Josh Bjornstedt - josh.bjornstedt@corvallisoregon.gov
Type of Work	Reconstruction of Circle Blvd from Hwy 99 to US20 in Corvallis
% Completed	100% - $3,907,000
Estimated Completion Date	December 2023

Contract #2	Queen Avenue Rehabilitation
Location (city/state)	Albany, Oregon
Owners Name	City of Albany - Chris Cerklewski - chris.cerklewski@albanyoregon.gov
Type of Work	2700 ft of roadway rehab including curbs, walks, ramps and utilities
% Completed	100% - $4,187,000
Estimated Completion Date	December 2024

Contract #3	US20 (0160 Santiam Hwy MP 58.75-MP 63.75 Paving
Location (city/state)	Tombstone, Oregon
Owners Name	ODOT Region 2 - Mike Metz - michael.metz@odot.oregon.gov
Type of Work	2" overlay paving of travel lanes and shoulders with striping
% Completed	100% - $1,303,000
Estimated Completion Date	August 2024

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Josh Bjornstedt
Business or Employer	City of Corvallis Public Works
Telephone	(541) 766-6731
Project Name/$ Amount	Circle Blvd / $3,907,000; Mary's River Path / $360,000

#2 Project Owner Reference

Reference Name	Joanne Robinson
Business or Employer	ODOT Region 2
Telephone	(503) 569-8015
Project Name/$ Amount	Price Agreement: On-Call Region 2 Paving - Ongoing

#1 Subcontractor Reference

Reference Name	Rob Hatch
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 557-9898
Project Name/$ Amount	Cold Plane Subcontractor on Numerous Projects

#2 Subcontractor Reference

Reference Name	Shelly Ream
Business or Employer	HQ Traffic Control LLC
Telephone	(503) 949-8656
Project Name/$ Amount	Flagging/Pilot Car Subcontractor on Numerous Projects

EXHIBIT B

The name of the Bidder who is submitting this Bid Certification is:

Company: North Santiam Paving Co.
(Print or Type)

Address: PO Box 516 / 41203 Kingston-Lyons Dr SE
(Print or Type)

City, State Zip Stayton, OR 97383
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Ronald R. Bochsler, President

Pete Sipos, Vice President / Gen. Manager

Dylan J. Bochsler, Treasurer

Michael Aus, Corporate Secretary

Dated this 10th day of June, 2026.

Construction Contractor's
Board Registration Number

53247

North Santiam Paving Co.
Firm Name

Signature of Bidder

Ronald R. Bochsler
Name Print or Type

President
Title Print or Type

Telephone No. (503) 769-3436

Email Address: quotes@nspor.com

Tax ID # 93-0627856

Business Organization: (Check one)

☒ Corporation ☐ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

ATTACHMENT C – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that North Santiam Paving Co +, hereinafter called the Principal, and Federal Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Indiana duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of Ten Percent of Total Amount Bid--- Dollars ($ --10%--), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for * said Bid Proposal, by reference thereto, being hereby made a part hereof.

* Scott Elementary School Brown Road RRFB

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 2nd day of June, 2026.

North Santiam Paving Co
Principal

By: _____

Federal Insurance Company
Surety

By: _____
Attorney-in-Fact Bryahna Byrd

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Patricia Arndt, Gloria Bruning, Bryahna Byrd, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, and Jessi Wimer of Portland, Oregon----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of May, 2026.

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss

On this 21st day of May, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 2, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

__X__ Yes _____ No

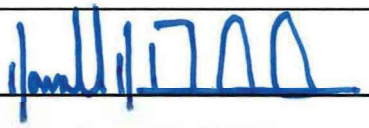
I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name North Santiam Paving Co.

Name/Title Ronald R. Bochsler, President

Address PO Box 516 / 41203 Kingston-Lyons Dr SE, Stayton, OR 97383

Signature 

Date June 10, 2026

EXHIBIT C

Bond No. K42064798

PERFORMANCE BOND
(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned North Santiam Paving Co as PRINCIPAL (hereinafter called CONTRACTOR), and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of One Hundred Fifty Seven Thousand Seven Hundres Ninety Two 00/100 Dollars ($ 157,792.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated July 7 20 26, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Scott Elementary School Brown Road RRFB

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Scott Elementary School Brown Road RRFB are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

EXHIBIT C

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7TH day of July, 2026.

Federal Insurance Company
SURETY

By: _____
Bryahna Byrd

Title: Attorney in Fact
Anchor Insurance & Surety, Inc.
One Centerpointe Dr. Ste 190
Street Address

Lake Oswego, OR 97035
City State ZIP

503-224-2500
Phone Number

North Santiam Paving Co
CONTRACTOR

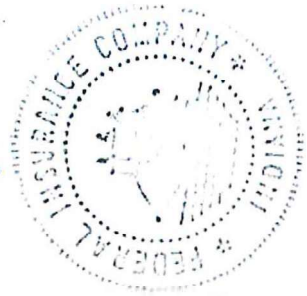
By: _____ JULIAN J. BOCHSLER

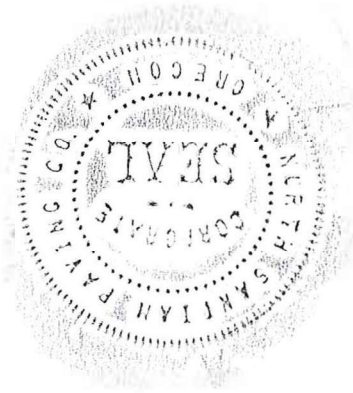
Title: TREASURER

41203 Kingston-Lyons Dr SE
Street Address

Stayton, OR 97383
City State ZIP

503-769-3436
Phone Number





CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Patricia Arndt, Gloria Bruning, Bryahna Byrd, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, and Jessi Wimer of Portland, Oregon**----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 21st day of May, 2026.

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss

On this 21st day of May, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 7, 2026.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Exhibit D

Bond No. K42064798

LABOR AND MATERIALS PAYMENT BOND
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned North Santiam Paving Co as PRINCIPAL and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY and ODOT, as duel OBLIGEE, in the sum of One Hundred Fifty Seven Thousand Seven Hundres Ninety Two 00/100 Dollars ($ 157,792.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated July 7, 20 26, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Scott Elementary School Brown Road RRFB.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.

2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

Exhibit D

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of July, 2026.

Federal Insurance Company	North Santiam Paving Co
SURETY	CONTRACTOR
By: Bryahna Byrd	By: Dylan J. Borthsler
Title: Attorney in Fact	Title: TREASURER
Anchor Insurance & Surety, Inc.	
One Centerpointe Dr. Ste 190	41203 Kingston-Lyons Dr SE
Street Address	Street Address
Lake Oswego, OR 97035	Stayton, OR 97383
City, State Zip	City, State Zip
503-224-2500	503-769-3436
Phone Number	Phone Number

EXHIBIT F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed $100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the County's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the County's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "**SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB**" (see Invitation To Bid cover page).

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or $15,000, whichever is greater, or
2. $350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE COUNTY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

EXHIBIT F

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name SCOTT ELEMENTARY SCHOOL BROWN ROAD RRFB

ONEOFFICE Contract # 202-203

Bid Opening Date June 10, 2026

Name of Bidding Contractor North Santiam Paving Co.

☑ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

EXHIBIT G

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

EXHIBIT I

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these Special Provisions by reference.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

www.atssa.com

- NTMAG - Nonfield-Tested Materials Acceptance Guide
  https://www.oregon.gov/odot/Construction/Documents/NTMAG_202401.pdf
- QPL - Qualified Products List
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Connex
  https://connex.rtvision.com/contracts/awarded
- Marion County General Conditions for Construction
  www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- OregonBuys
  https://oregonbuys.gov/bso/

00110.10 Abbreviations – Add the following paragraph at the end of this subsection:

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

00110.20 Definitions – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.00 Prequalification of Bidders – Replace the first sentence with the following:

For this project the Agency requires contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify bidders according to ODOT's Oregon Administrative Rules and prequalification procedures.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph beginning "If no subcontracts subject to the above…" with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

00120.70 Rejection of Nonresponsive Bids – Delete the following bullet:

- The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning " The Agency determines . . . " with the following bullet:

- The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.00 Consideration of Bids - Replace the paragraph that begins "The Agency reserves…" with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency's Construction Management program at https://connex.rtvision.com/contracts/awarded.

The instructions to set up the account are available at:

Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki

Each organization can have multiple accounts under that organization. Once contractors add their organization, the agency will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

00150.50(f) Utility Information - There are no anticipated conflicts with the Utilities listed below:

	Utility	Contact	Phone	
1	Comcast	Jason McDonald	503-924-9120	Jason_McConald3@comcast.com
2	Lumen	Travis Vaughn	541-749-0347	Travis.Vaught@Lumen.com
3	NWN	Blake Johnson	503-910-1798	Blake.Johnson@nwnatural.com
4	PGE	Megan Drost	971-453-8013	meghan.drost@pgn.com
5	Salem Keizer School District	Marek Eaton	971-453-8013	eaton_marek@salkeiz.k12.or.us
7	Henkels & McCoy	Will Vertcoutere	503-877-0343	wvercoutere@henkelswest.com
8	City of Salem Sanitary Sewer	Rich Pranger	503-589-2157	rpranger@cityofsalem.net
	City of Salem Water	Doug Priest	503-589-2193	DPriest@cityofsalem.net
	Surfwood Water District	Nicole Billington	503-569-9546	mlts_squirrel@yahoo.com

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

00170.03 Furnishing Right-of-Way Permits –At the end of this subsection add the following:

To place temporary traffic control devices on the City of Salem's right of way the contractor is required to obtain a work in right-of-way permit.

The permit application is available at the following link:

https://www.cityofsalem.net/business/business-resources/licenses/register-for-permit-application-center-portal

00170.08 Electronic Document Management - The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:
  My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

  I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

  I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

If my authorized use of and access to ConneX includes submitting documents into ConneX (or "read-write" access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer's relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.10(g) Paid Summary Report - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins "**Contractor –** The Contractor shall…" with the following paragraph:

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if…" with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins "**Commercial General Liability** - The Contractor shall provide Commercial…" with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages	**Combined Single Limit per Occurrence**	**Annual Aggregate Limit**
• Commercial General Liability	$1,000,000	$2,000,000
• Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

00170.85(b)2) General Warranty for Local Public Agency Projects – After the second paragraph add the following paragraph:

This project is locally funded, the contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, for 1 year from the date of second note. Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes as specified in 00170.85(b)(2) of the General Conditions.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

00180.20(e) Trucking - Replace the paragraph that begins "This Section does not apply to…" with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

00180.20(e)(1) Trucking - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE…".

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any…" with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Opening Sections to Traffic	00744.51
Noise Control	00290.32

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules – After the first paragraph add the following paragraph:

The contractor will provide a Type “A” schedule as detailed in the General Conditions.

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time – Complete all work to be done under the contract except for work done under Section 01030 not later than August 31, 2026. Complete all work done under section 01030 not later than not later than September 30, 2026.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages – Add the following sentence after the last paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $1,170 per Calendar Day.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Asphalt Cement Material Price Escalation/De-escalation – Delete this subsection

00195.10(d) Asphalt Cement Price Adjustment **–** Delete this subsection

SECTION 00196 PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 – DISAGREEMENT, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the General Conditions.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.01(b) Abbreviations - Delete this subsection.

00220.02(a) General Requirements - Add the following bullet(s) to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Protect pedestrians by installing a temporary pedestrian route before the start of any concrete or asphalt removal.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

00220.02(b) Temporary Pedestrian Accessible Route Plan - Add the following bullet(s) to the end of the bullet list:

- Maintain access to bus stops and Pedestrian Accessible Routes.
- For each location where a curb ramp or sidewalk is under construction, once demolition of the existing Pedestrian Accessible Route has begun, complete Pedestrian Accessible Route Work, including concrete sidewalks, curb ramps, and pavement repair and allow pedestrians to use the Pedestrian Accessible Route within 21 consecutive Calendar Days.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Between June 1, 2026 through August 31, 2026:

One Traffic Lane may be closed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday, between 8:00 a.m. and 4:30 p.m.

Between September 1, 2026 and September 30, 2026

One Traffic Lane may be closed during the following periods of time.

- Daily, Monday through Friday, between 8:00 a.m. and 2:00 p.m.

Add the following subsection:

00220.60(a)(1) Contractor Responsibility - Replace this subsection, except for the subsection number and title, with the following:

If this Work is not completed and in place, the Agency may do the Work according to 00220.60(d).

(a) Do the following at no additional cost to the Agency:

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.
- Maintain access to bus stops and Pedestrian Accessible Routes.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
  - Details and features used to provide pedestrian accessibility.
  - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
  - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.60 Temporary Traffic Control Devices – Replace the paragraph that begins "TCD delivered to the Project Site found…" with the following paragraph:

Repair or replace TCD delivered to the Project Site found to be in "marginal" or "unacceptable" condition, at no additional cost to the Agency.

00221.90(b) Temporary Protection and Direction of Traffic – Replace the bullet that begins "Providing, Surfacing, maintain…" with the following bullet:

- Providing, surfacing, maintaining, removing, and restoring the TPAR.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

- At least ten Calendar Days before closing the sidewalk(s) at _____), continuously lasting longer than 24 hours, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Full Time" (CW11-4) signs while the TPAR is open to pedestrian traffic.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.90 Payment – Delete the following bid item:

(b) Traffic Control Supervisor……Each

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specification modified as follows:

00224.90 Payment – In the paragraph that begins "In Item e…" after the first sentence add the following:

No separate or additional payment will be made for barricades used as temporary sign stands.

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows:

00228.00 Scope - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of developing, furnishing and maintaining a Temporary Pedestrian Route. Submit the temporary pedestrian route plans to the Engineer for review 10 days before the preconstruction meeting.

00228.13 Temporary Curb Ramps - Add the following sentence to the end of this subsection:

Furnish truncated dome detectable warning surface for temporary curb ramps from the QPL according to 00759.12.

00228.43 Temporary Curb Ramps - Add the following paragraph to the end of this subsection:

Install a minimum 2 foot wide truncated dome detectable warning surface on temporary curb ramps at pedestrian street crossings. Omit truncated dome detectable warning surfaces on temporary curb ramps that are not at a pedestrian street crossing.

00228.80 Measurement - Replace this subsection, except subsection number and title, with the following:

No measurement will be made for work performed under this section.

00228.90 Payment - Add the following paragraph after the paragraph that begins "In item (c), the type…":

Item (c) includes furnishing and installing truncated dome detectable warning surfaces.

00228.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary …" with the following paragraphs and bullets:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet. necessary to keep it representative of current site conditions. and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

Conditions requiring NPDES 1200 permits are as follows:

- Projects with one acre of ground disturbance or more on Agency owned land are regulated under the Agency's 1200-CA permit.
- When Project Work on Agency owned land disturbs less than one acre, but ground disturbances on non-Agency owned lands combined with Project ground disturbances on Agency owned land total one acre or more the Agency Project Work will be regulated by the Agency's 1200-CA permit. The Contractor is responsible for acquiring the 1200-C permit for all areas of disturbance on non-Agency owned land.

When the combined areas of disturbance of all Project related activities is less than one acre, no NPDES 1200 permit coverage is required.

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

Add the following subsection:

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 8 inches.

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.41(g) Underground Injection Controls (UIC) – Replace this subsection, except for the subsection number and title, with the following:

Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, UIC catch basins or UIC wells.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:
https://www.wunderground.com/weather/KSLE

00280.64(a) Corrective Action Timelines – Delete the bullet that begins "If completion of corrective action is not feasible…"

Delete the bullet that begins "Provide a schedule for clean-up and corrective actions…"

Delete the bullet that begins "Provide all corrective action documentation and photographs…"

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites – Replace the paragraph that begins "Locate staging areas…" with the following paragraph:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved, unless otherwise specified in (Section 00236) (or) (Section 00237) or approved, in writing, by the Engineer.

00290.30 Pollution Control – Replace the paragraph that begins "Prevent, control, and abate…" with the following paragraph:

Prevent, control, and abate pollution of the environment.

Add the following subsection:

00290.30(d)(7) Water Quality:

- Implement pollution control measures adequate to prevent pollutants from entering waters of the State or U.S. and storm water basins. Such pollutants include but are not limited to concrete, asphalt, fuel or petroleum products, or concrete sawcutting by-products.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.00 Scope – Add the following paragraph:

Construction to remove sidewalk, sidewalk ramps and asphalt will be phased to one side of the road at a time. Do not begin demolition on the other side of the road until the concrete has:

- Cured according to 759.51, and;
- Is open to pedestrian traffic
- TPAR has been installed

00310.91(a) Removal of Structures and Obstructions – Replace the paragraph that begins "Items (a) includes…" with the following paragraph:

Item (a) includes all removal of curb ramp, walk, curb, driveway, Pavement, and other work associated with curb ramp construction, including but not limited to walk and driveway construction between or beyond curb ramps.

No separate or additional payment will be made for sawcutting.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins "Trim branches obstructing sight…" with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "**Slump** - 5 inches…" with the following bullets:

- **Slump** - 5 inches or less
  - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.40(b) Placing - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases…", add the following sentence after the first sentence:

Base Aggregate shall be either 3/4" or 1" size.

00641.20(b) Road Mix – Delete this subsection. Road mix is not allowed.

00641.41 Mixing, Hauling, and Placing - Replace the first sentence with the following*:*

After the aggregate is loaded and weighed, add enough water to the aggregate to provide a uniform moisture content sufficient to obtain the required compaction.

Add the following subsection:

00641.46 Small, Irregular Areas – Haul, place, shape and compact small irregular areas according to 00640.41 through 00640.43. A small or irregular area is outside of the Traveled Way and requires no more than 5 Tons of Aggregate Base or as otherwise approved by the Engineer.

In areas not accessible to the Equipment specified in 00641.24, use a weighted roller, vibratory plate compactor, tamping rammer compactor, or other approved Equipment suitable for the area as approved by the Engineer.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace the sentence that begins "Furnish CSS-1, CSS-1h…" with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Delete the fifth paragraph

00730.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Emulsified Asphalt tack coat.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)

Comply with Section 00740 of the Standard Specifications modified as follows:

00740.10 Materials – Replace this subsection, except for the subsection number and title, with the following:

Furnish Level 3, Dense, PG 64-22 CACP that is a well graded, uniform, durable commercial mix. All new materials or a combination of new materials and reclaimed asphalt pavement (RAP) may be used. Provide a copy of the JMF to the Engineer before paving.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.02 Definitions – Delete this subsection.

00759.11 Aggregate Base - Replace this subsection, except for the subsection number and title, with the following:

Furnish Aggregate Base Materials for Base, foundation courses, Leveling courses, or bedding meeting the requirements of 00640.10 or dense graded Base Aggregate in 00641.10 as appropriate and included in the Special Provisions.

00759.12 Curb Ramp Treatment - Delete this subsection.

00759.22(a) Qualified Smart Levels – Replace this subsection, except for the subsection number and title, with the following:

Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

00759.50(a) General - Replace the paragraph that begins "Install truncated domes…" with the following paragraph:

Construct tactile surface indicators according to Section 00765 to the slopes, lines, grades, and dimensions as shown or established.

00759.51 Curing - Add the following paragraph to the end of this subsection:

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

00759.80 Measurement - Replace the bullet that begins "**Each Basis**…" with the following bullet:

- **Each Basis** - Measurement will be by actual count.

Add the following paragraph before the paragraph that begins "No separate or additional payment…":

Tactile surface indicators will be paid for according to Section 00765.

In the paragraph that begins "No separate or additional payment…", add the following bullet to the end of the bullet list:

- The additional Work required to construct a curb ramp or replace an existing curb ramp, including any corrective action.

Replace the paragraph that begins "When earthwork is included as separate Pay …" with the following paragraph:

When earthwork is included as separate Pay Items under Section 00330, payment will be made according to 00330.90 through 00330.94 as appropriate and only for locations where earthwork quantities are shown. No separate or additional payment will be made for earthwork under Section 00330 where earthwork quantities are not shown.

SECTION 00765 - TACTILE SURFACE INDICATORS

Section 00765 is not a Standard Specification and is included in this Project by Special Provision.

Description

00765.00 Scope - This Work consists of furnishing, placing, and installation of tactile surface indicators , systems, or devices on pedestrian facilities according to the slopes, lines, grades, and dimensions shown or established in Section 00749 or Section 00759 as applicable.

Material

00765.10 Tactile Surface Treatment - Furnish truncated dome detectable warning surfaces for curb ramps, shared use paths, transit stops, rail crossings and accessible route islands as shown from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color on or along State Highways.

For temporary installations furnish approved securement mechanisms or surface adhesives to withstand the duration of the temporary installation.

00765.11 Detectable Guide Strips - Furnish surface applied or liquid applied detectable guide strips. Use only adhesives recommended or supplied by the manufacturer. Furnish slip-resistant detectable guide strips from the following list of pre-approved products:

Manufacturer	Material
Vanguard ADA Systems 18122 SR9 Suite F Snohomish, WA 98296 Phone: (360) 668-5700	Liquid Applied GuideStrip / TWSI Color: Blue

00765.12 Tactile Warning Devices - Furnish tactile warning devices as shown or specified.

Labor

00765.30 Personnel Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp treatment Work. Provide onsite supervisory personnel that are ODOT ADA Certified during the construction and installation of the curb ramp treatment.

Construction

00765.40 Substrate Preparation - Bring areas where the tactile surface indicators are to be installed to the established slopes, lines, grades and dimensions, and make free of all Unsuitable Material or voids before installing, applying adhesives, or securing to the underlying substrate. Clean existing surfaces of debris and voids prior to installation.

00765.41 General - During installation do not allow the top and face of the tactile surface indicators to have lips, humps, sags or other irregularities.

Install manufacturer securement mechanism, or adhesives recommended or supplied by the manufacturer for permanent installations.

(a) Truncated Dome Warning Surface - Install detectable truncated dome warning surfaces as shown. Place according to the manufacturer's recommendations. Install abutting truncated dome panels with no more than 1/4-inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations. Seal all cut tiles according to the manufacture instructions or as directed with a flush edge free from vertical discontinuities.

Install surface applied detectable truncated dome warning surfaces on clean and dry concrete surfaces.

After placement of wet set detectable truncated dome warning surface panel, remove uncured concrete from the surface of the panel.

(b) Detectable Guide Strip - Install detectable guide strips as shown. Place according to the manufacturer's recommendation. Place abutting panels within 1/4-inch of each other and install anchors, as specified by manufacturers, along cut edge. Miter adjacent panels at locations where detectable guide strips change direction. Install detectable guide strips on clean and dry concrete surfaces.

(c) Tactile Warning Device - Install tactile warning devices as shown. Place according to the manufacturer's recommendation.

00765.42 Liquid-Applied - Protect liquid applied detectable truncated dome warning surfaces and detectable guide strips after placing and finishing according to manufacturer's instructions.

Measurement

00765.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

(a) Area Basis - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

(b) Length Basis - Measurement will be along the centerline of the device from end to end as shown or directed.

Payment

00765.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

(a) Truncated Domes on New Surfaces, _____.....Square Foot
(b) Truncated Domes on Existing Surfaces, _____.....Square Foot
(c) Detectable Guide Strip, Blue .....Square Foot
(d) Tactile Warning Device .....Foot

In items (a) and (b), the type of installation "curb ramp", "rail crossing" or "transit stop" is inserted in the blank.

Item (a) includes installation of truncated domes on a new concrete or asphalt surface. Installation of truncated domes is not considered complete until Work that they are a part of is also complete and accepted according to Section 00749 or Section 00759, as applicable.

Item (b) includes installation of truncated domes on an existing concrete or asphalt surface.

Item (c) includes installation of blue detectable guide strips on concrete or asphalt surface. Installation of detectable guide strips is not considered complete until Work that they are a part of is also complete and accepted according to Section 00749 or Section 00759, as applicable.

Item (d) includes installation of tactile warning device on concrete or asphalt surface.

Payment will be payment in full for furnishing and installation of all Materials, and for providing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for any repair or replacement of tactile surface indicators associated with repair or replacement Work in other Sections.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place Pavement markings only when the Pavement is ready for the Pavement marking material according to the manufacturer's installation instructions.

00850.44 Alignment Layout – Replace the paragraph that begins "Place control points for lines every …" with the following paragraph:

Place control points for lines every 40 feet on tangent and every 25 feet on a curve. Place layout transition details at the start of pavement markings, where pavement markings transition into a different pavement marking, and at the end of pavement markings. Using these control points and layout transition details, layout a continuous narrow guideline for each line, along one edge of, or uniformly offset from the intended permanent line location. Do not proceed with installation until the guidelines are approved by the Engineer.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00980 - RECTANGUALR RAPID FLASHING BEACONS

Section 00980, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00980.00 Scope - In addition to the requirements of Section 00960 and Section 00990, install Rectangular Rapid Flashing Beacons (RRFB) for pedestrian crossings according to the following Specifications.

00980.01 General - The RRFB system shall be constructed with the following requirements:

- Operate 24-hours per day, seven days a week
- Operate with a probability of no loss of load during all months of the year
- Activation of any pushbutton will trigger all flashing beacons to activate

00980.02 Equipment List and Drawing Submittals - Submit all electrical materials the Contractor proposes to install according to 00960.02.

System components shall include, but not be limited to the following:

- Pedestal, pole, pole collar, pole cap, and anchoring hardware.
- Foundation, rebar cage, anchor bolts.
- Service cabinets, controller cabinets, and controller.
- Wired communication components/elements.
- Rectangular rapid flashing LED light bars.
- Crosswalk signage and mounting hardware.
- Pedestrian pushbuttons.
- Batteries and solar panels.
- Offset brackets and hardware, as shown on Plans.

Materials

00980.10 General Components - Furnish the following materials for all RRFB systems:

(a) Pedestal, Pole, and Foundation - Furnish all required pedestal, pole, pole collar, and foundation components per Subsection 00980.02 or as shown on the Plans.

(b) Pedestrian Pushbutton - The pedestrian pushbutton shall be the Polara iNX, or approved equal. The pushbutton shall feature a 9" x 12" R10-25 sign, a directional arrow oriented parallel to its associated crosswalk, audible message of "Yellow lights are flashing", and an indication light. The pushbutton shall meet all PROWAG requirements. The pushbutton operates on 12VDC. The pushbutton shall have 6 wire terminals and be wired in the following configuration:

- Ground (GND) - Black conductor
- Power (PWR) - Red conductor
- Button - Green conductor
- Button - Blue conductor
- Lights - White conductor
- Lights - Orange conductor

(c) Signs - Provide the type of signs as shown on the Plans. The sign background color shall be fluorescent yellow green. The sheeting shall be ASTM Type 9 Mount sign using Band-it (or approved equal) sign mounts and ensure the nylon washer is in contact with the sign face.

(d) Rectangular Rapid Flashing Beacon - Provide RRFB light bars with two 3" x 7" LED lens. Provide 1" x 3" confirmation light as shown on Plans. Dimming capabilities controlled within the LED light bar. The WW+S flash pattern shall be controlled within the light bar. Provide either a 120VAC or 12VDC power input depending on the system requirements.

00980.12 DC Powered System Components - The following components are required to provide a compete 12VDC RRFB system:

(a) Controller Cabinet - Furnish RTC Manufacturing, Inc. cabinet and controller system or approved equal.

The RRFB control panel assembly shall be housed in a cabinet fabricated of .125 inch of 5052 sheet aluminum with 6- 304 stainless steel screws for attachment of the continuous piano type hinge to body and

door. The continuous piano hinge shall have the center rod welded to the hinge at the top and bottom. The outside dimensions of the cabinet shall be a minimum of 16 ¼”h x 12"w x 7.3/4"d (10” d Over-All). The top of the cabinet shall be folded over the sides in a way avoiding any outside continuous welds. The cabinet door to housing shall be weatherproof using a 1 ½” wide x 3/8” thick neoprene gasket. The door opening shall be “necked-down” allowing for aesthetic fit door to enclosure body. The top horizonal cabinet housing edge shall have a minimum of a 3/8” flat surface to mate with the door gasket. The door shall be supplied with a standard #2 lock and with a minimum of one key. The front top of the cabinet shall incorporate a door rain flap across entire width of the cabinet. The cabinet shall have a door rod to hold the door open a minimum of 90°. The cabinet shall have screened vents, 5 on each side, to dissipate heat. The outside of the cabinet shall be the natural aluminum finish.

RTC Manufacturing, Inc. controller or approved equal that includes the following:

- Compatible with a solar powered configuration.
- Completely programmable from a windows - based or other Agency approved software.
- Include standard wireless and/or radio components necessary for communication between beacons.
- Include an audible messaging option.

The cabinet shall be mounted to the pole using a two-plate cabinet hinge bracket with options for mounting the pole plate to any substrate, 4 ½ inch pole, telespar, wood post etc. Gasketed to allow wire penetration and safeguard wire chafing. Cabinet plate shall have a single wire entrance hole with rubber ring to protect wires, and 8 bolts to secure plate to cabinet. Hinge pins shall be stainless steel to prevent wear and corrosion. Two piece flange shall be locked in place with vandal resistant Allen screw.

(b) Battery - Battery shall be 12VDC, 110 AH, side-mount, providing a minimum of 15 days of back-up battery power in the absence of sunlight while operating at full brightness.

(c) Solar Panel - Solar panels shall be a total array size of 145W, top-mount.

Labor

00980.30 Licensed Electricians - Installers of electrical equipment shall meet the requirements of Section 00960.30.

Construction

00980.40 Excavation - Remove and replace sidewalks, paved surfaces, and other materials as necessary. Restore all disturbed areas as shown on the Plans.

00980.41 Inspection - The RRFB crossing must remain closed until all parts of the crossing are complete and pass inspections. All curb ramps, striping, signage, and electrical components must be installed. If portions of the RRFB crossing have been installed, the Contractor shall place temporary traffic control to notify the public the RRFB system is not operational. The pushbuttons must be bagged and crosswalk closed signs must be placed.

00980.75 Warranty - Provide a written manufacturer warranty covering the equipment and all Rectangular Rapid Flashing Beacon system components for a five-year period from the date the Engineer accepts the Work and authorizes final payment. The warranty shall recite that the manufacturer will repair or replace, at the discretion of the Engineer and at no additional cost to the Owner, any equipment and Rectangular Rapid Flashing Beacon system components that fail, within one month of the Owner’s request to do so.

Measurement

00980.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00980.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Rectangular Rapid Flashing Beacon System……..	Lump Sum

Item (a) shall include furnishing, excavating, and installing all items of the Rectangular Rapid Flashing Beacon System necessary for a fully functional and operational.

SECTION 01035 – RESTORE EXISTING LANDSCAPING

Section 01035, which is not a Standard Specification, is included in this Project by Special Provision.

01035.00 General – This work consists of furnishing topsoil add a grass seed mix to restore residents existing landscape back to original condition as shown or directed.

Materials

01035.10 Topsoil – Furnish a commercially available topsoil containing no substance detrimental to the growth of plants and is free of plants designated by the Oregon Department of Agriculture as Type "A" or Type "B" weeds.

01305.11 Seed - Furnish a commercially available sun and shade lawn seed mix. Apply seed at a rate recommended by the manufacturer's specification.

01305.12 Bark Mulch – Furnish a commercially available bark mulch free of all weed or plant seeds and containing no substances detrimental to plant life.

01035.80 Measurement - Add the following to the end of this subsection:

No separate measurement will be made for work performed under this section.

01035.90 Payment – The accepted quantities of work performed under this section will be paid for at the contract lump sum amount for the item "Restore Existing Landscaping".

Payment will be payment in full for furnishing all labor and materials to restore existing landscaping including topsoil, bark mulch, sod, seed, plants and all miscellaneous items to complete the work as specified and shown in the plans.

No additional payment will be made for:

- Seeding Mobilization.

SECTION 01050 – FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.00 Scope - Replace the bullet that begins “Protective Fences, on and…”. With the following:

Remove and reinstall and existing chain link fence. Furnish fence materials according to 01050.49 if fencing is damaged or additional fencing is needed to complete the work as specified.

01050.01(e) Run - Delete the bullet that begins “Bridge protective Fence…”.

01050.10 Materials - Delete “Protective Fence Materials, On and Off Structures.”

01050.41 Lines, Grades, and Preparation Work - Replace the paragraph that begins "Clear, grub and prepare …" with the following paragraph:

Clear, grub and prepare the Fence line area. Remove all shrubs, brush, snags, downed timber, float Rock, and other obstacles, including trees up to 6 inches in diameter that interfere with Fence construction. If directed, preserve trees and geographic features on Fence lines by varying the Fence alignment to miss them.

Replace the paragraph that begins "Fill or excavate ground …" with the following paragraph:

Fill or excavate ground surface irregularities that interfere with maintaining specified clearance above ground surface of the bottom wire of the Fence. Limit the width as necessary to provide a clear way for the Fence.

01050.43(a) General - Replace the paragraph that begins "Set posts to the depths …" with the following paragraph:

Set posts to the depths shown. Reasonable variation in depths are allowed and posts may be appropriately shortened or left slightly high, as approved by the Engineer, to:

01050.43(a)(1) Driven Posts - Replace this subsection, except for the subsection number and title, with the following:

Ensure posts set by driving are free of damage after installation. Remove and replace any driven posts that are split, twisted or bent, or have a badly misshapen tops.

01050.45(b)(1) Rails - Replace this subsection, except for the subsection number and title, with the following:

Attach rails to end, Gate and corner posts by clamps and sockets, and thread through loop caps on the end of line posts. Furnish expansion sleeves or couplings at spacings not exceeding 200 feet in longitudinal top and bottom rails.

01050.45(b)(2) Tension Wire - Replace this subsection, except for the subsection number and title, with the following:

Attach tension wire to end, Gate and corner posts by bands and clamps. Either thread the top tension wire through line post loop caps or hold in open slots in a manner to limit vertical movement. Tie or attach the bottom tension wire to the bottom of line posts by ties or clamps in a manner that prevents vertical movement. Furnish tension wires with one turnbuckle or one ratchet take-up in each Run of Fence.

01050.48(a) Metal Gates - Replace this subsection, except for the subsection number and title, with the following:

Install metal Gates and fittings between Gate posts previously set as specified. Firmly attach the fittings to the posts and Gates. Hinge each Single Gate in a manner that prevents removal of the Gate without tools. Set the Gate in an approximately horizontal plane to swing freely inward and outward, and so it can be fastened securely in its latch holder, or in the case of Double Gates, in its latch holder and gate stops. Set Double Gates on their respective hinge pintles to provide a common horizontal plane where each Single Gate swings.

Install Gates to swing open at least of 90 degrees in each direction.

01050.49 Removing and Rebuilding Fence - Replace this subsection, except for the subsection number and title, with the following:

Remove and rebuild existing Fences as shown or directed. Construct Fences to approximately the same condition as the original Fence. Salvage the materials in existing Fences to be removed and rebuilt and incorporate in the rebuilt Fences. Replace Fence materials damaged beyond reuse at no additional cost to the Agency. Firmly reset posts to the staked alignment. Provide the same post spacing and number of wires to be strung and stapled to the posts as the original Fence. Furnish and use new staples or clips to fasten the wires to the posts.

01050.50(b) Line Posts, Braces, End Posts, Corner Posts, and Gate Post - Replace this subsection, except for the subsection number and title, with the following:

Furnish metal post and brace components. Do not use wood posts and braces.

01050.80(f) Removing and Rebuilding Fences - - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for removing and rebuilding fences. The estimated quantities of new materials are as follows:

- Chain link fence fabric and wire 10 foot
- Top post 10 foot
- Steel corner post 1 each

Add the following subsection:

01050.90(e) Removing and Reinstalling Fence- Removing and rebuilding fence will be paid at the contract lump sum amount for the item “Removing and Rebuilding Fence”.

In item (e) the payment will be payment in full for furnishing all equipment, labor, materials and incidental necessary to complete the work specified.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions:

Add the following definition:

Lightweight Concrete - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume…" with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume…" with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.15(b)(1) Trial Batch Plastic Properties - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 [1]
Air Content	AASHTO T 152 or T 196 [2]
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 [3]
Water Cement Ratio	[4]

[1] For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.
[2] Use AASHTO T 196 for lightweight concrete.
[3] Cast cylinders in single use plastic molds.
[4] Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

Add the following subsection:

02001.50(d) Concrete Strength Testing Technician (CSTT):

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data

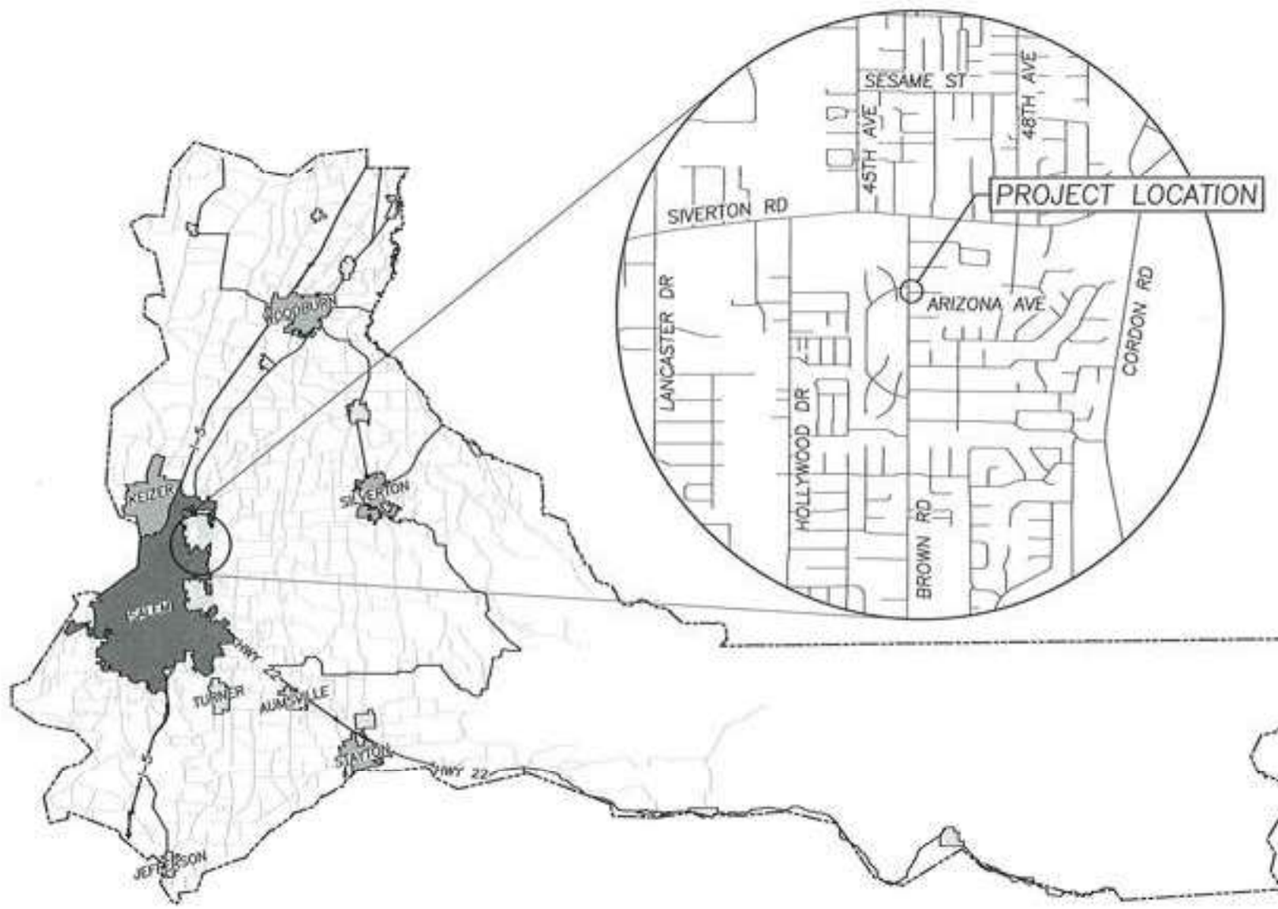
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT

RRFB, SIDEWALKS, CURB, RAMPS, AND ASPHALT PATCHING

SAFE ROUTES TO SCHOOL SCOTT ELEMENTARY RRFB

MARION COUNTY, OREGON, APRIL 2026



ATTENTION:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY CENTER IS (503) 232-1987)

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
79,380
OREGON
NOV 12, 2015
MITCHELL A. HEMMER
EXPIRES 06-30-2027

MARION COUNTY

SRTS SCOTT ELEMENTARY RRFB

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106452
ONEOFFICE NO.:	2026-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	7594-010
HORIZ. DATUM:	ORRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS. EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:

Lari Radtke 4/22/2026
SIGNATURE AND DATE

Lari Radtke, County Engineer
PRINT NAME AND TITLE

TITLE:

COVER SHEET

SHEET:

G-1

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\SRTS_SCOTTELEMENTARYRRFB\CAD\DRAFTING\SCOTT_COVER.DWG PLOTTED: 2026/04/22 8:40 AM

ODOT STANDARD DRAWINGS

RD100 – MAILBOX SUPPORT
RD610 – ASPHALT PAVEMENT DETAILS
RD700 – CURBS
RD720 – CURB LINE SIDEWALKS
RD721 – SEPARATED SIDEWALKS
RD722 – SIDEWALK JOINTS AND TRANSITION PANELS
RD902 – DETECTABLE WARNING SURFACE DETAILS
RD904–908 – DETECTABLE WARNING SURFACE DETAILS AND PLACEMENT
RD910–916 – PERPENDICULAR CURB RAMP DETAILS OR CLOSURE
RD930 – COMBINATION CURB RAMP
RD936 – COMBINATION CURB RAMP
RD1010 – INLET PROTECTION TYPE 2, 3, 6, AND 7
RD1030 – SEDIMENT BARRIER TYPE 2, 3, AND 4
RD1070 – CONCRETE TRUCK WASHOUT
TM200 – SIGN INSTALLATION DETAILS
TM201 – MISCELLANEOUS SIGN PLACEMENT DETAILS
TM206 – SIGN BRACING DETAIL
TM240 – CROSSWALK CLOSURE DETAIL
TM503 – PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM530 – INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOPBAR, AND BIKE LANE STENCIL)
TM670 – WOOD POST SIGN SUPPORTS
TM676 – SIGN ATTACHMENTS
TM800 – TABLES, ABRUPT EDGES & PCMS DETAILS
TM820 – TEMPORARY BARRICADES
TM821 – TEMPORARY SIGN SUPPORTS
TM822 – TEMPORARY SIGN SUPPORTS
TM840 – CLOSURE DETAILS
TM841 – INTERSECTION WORK ZONE DETAILS
TM844 – TEMPORARY PEDESTRIAN ROUTING
TM845 – TEMPORARY SIDEWALK RAMPS
TM850 – 2–LANE, 2–WAY ROADWAYS

STANDARD DRAWINGS AVAILABLE AT:
http://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx

ABBREVIATIONS

AC	ASPHALT CONCRETE
AD	AREA DRAIN
AGG	AGGREGATE
ASPH	ASPHALT
BC	BACK OF CURB
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CAB	CABINET
CL	CENTERLINE
CO	CLEANOUT
COMP	COMPACTED
CONC	CONCRETE
DIA	DIAMETER
DW	DRIVEWAY
EG	EXISTING GRADE
ELEC	ELECTRICAL
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
IE	INLET ELEVATION
IP	INLET PROTECTION
JB	JUNCTION BOX
LVC	LENGTH OF VERTICAL CURVE
MH	MANHOLE
MIN	MINIMUM
NOM	NOMINAL
NTS	NOT TO SCALE
OFF	OFFSET
PED	PEDESTAL
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PROP	PROPOSED
PT	POINT
PVI	POINT OF VERTICAL INTERSECTION
ROW	RIGHT OF WAY
SD	STORM DRAIN
SF	SEDIMENT FENCE
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
TC	TOP OF CURB
TELE	TELEPHONE
TEMP	TEMPORARY
THKN	THICKNESS
TYP	TYPICAL
UTIL	UTILITY
VC	VERTICAL CURVE

LEGEND

- FOUND MONUMENT
- SET CONTROL POINT
- STORM DRAIN MANHOLE
- CATCH BASIN
- CULVERT
- WATER FAUCET
- WELL HEAD
- POWER METER
- UTILITY POLE
- GUY WIRE
- UTILITY MANHOLE
- UTILITY STUB UP
- COMMUNICATION MANHOLE
- COMMUNICATION RISER
- COMMUNICATION BOX
- GAS VALVE
- SIGN
- MISC. POST
- GATE POST
- MAILBOX
- FIBER OPTIC LINE MARKER
- GAS LINE MARKER
- STORM DRAIN LINE MARKER
- COMMUNICATION LINE MARKER
- GRAVEL
- ASPHALT

- DECIDUOUS TREE & TRUNK SIZE
- CONIFEROUS TREE & TRUNK SIZE
- DEAD TREE & TRUNK SIZE
- TREE STUMP & TRUNK SIZE
- STORM LINE UNDERGROUND
- GAS LINE UNDERGROUND
- OVERHEAD POWER LINE
- FENCE LINE
- SHRUB ROW
- STORM LINE ASBUILT DATA

CONC	CONCRETE
CHLK	CHAINLINK
DWY	DRIVEWAY
MCSR	MARION COUNTY RECORDS
M.R.	MARKET ROAD
C.R.	COUNTY ROAD
M.B.	MONUMENT BOX
WYPC	WITH YELLOW PLASTIC CAP
WRPC	WITH RED PLASTIC CAP
IR	IRON ROD

GENERAL NOTES

1. LENGTHS ON RADIUS DIMS = ARC LENGTH
2. CONTRACTOR TO FIELD VERIFY THAT ALL DIMENSIONS AND SLOPES MEET ADA STANDARDS PRIOR TO CONCRETE PLACEMENT; UPON DISCOVERY IMMEDIATELY NOTIFY THE ENGINEER OF ANY NON–COMPLIANT AREAS
3. STAGE CONSTRUCTION SO CONTINUED TEMPORARY ACCESS ROUTING IS PROVIDED (SEE ODOT STD DWG TM844)
4. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL IN CONFORMANCE WITH THE MUTCD AND THE ODOT TRAFFIC CONTROL PLAN DESIGN MANUAL.

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
79,380
OREGON
NOV 12, 2019
MITCHELL A. HEMMER
EXPIRES 06-30-2027

MARION COUNTY

SRTS SCOTT ELEMENTARY RRFB

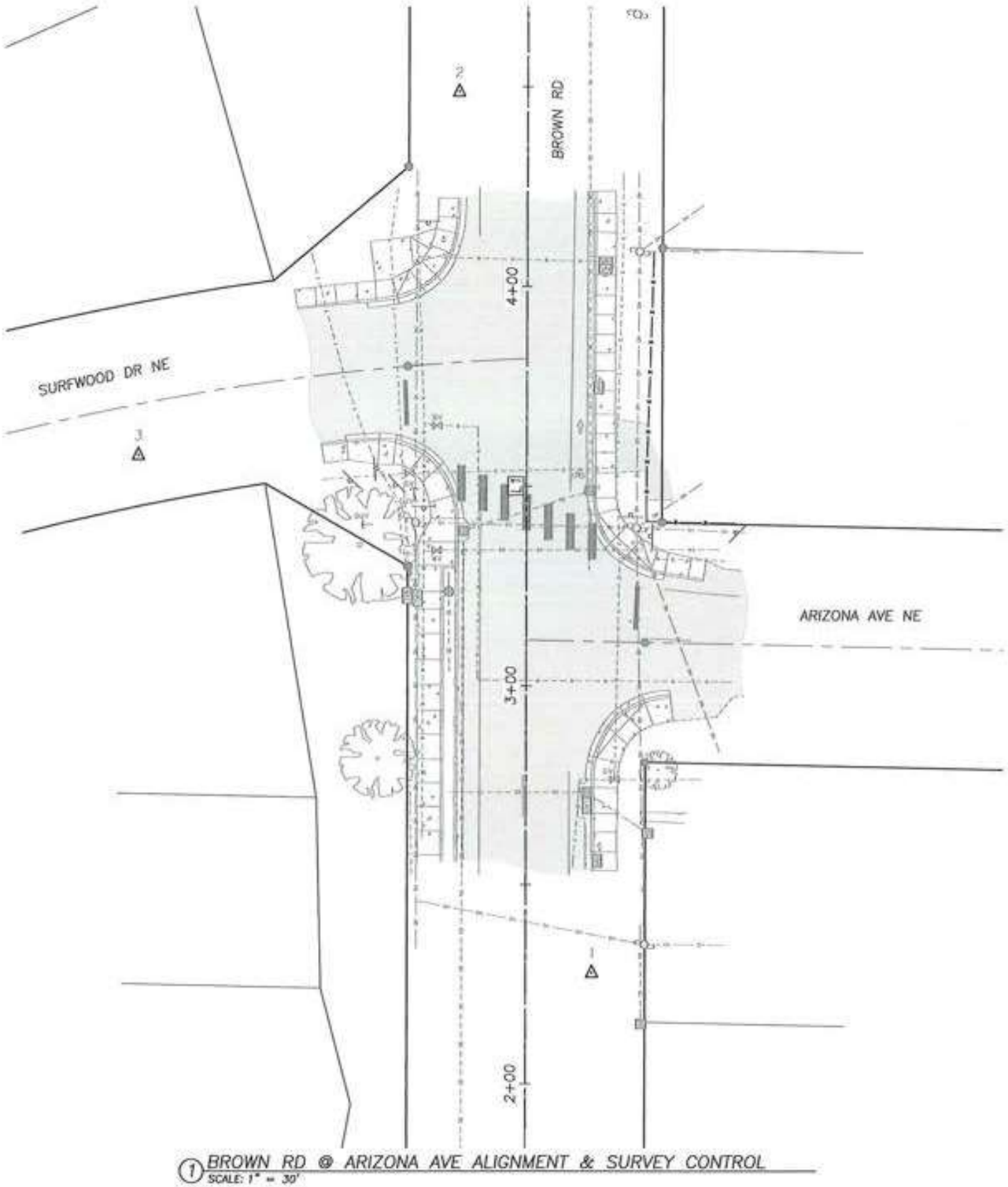
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106452
ONEOFFICE NO.:	2026-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	7594-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

TITLE:
GENERAL NOTES, SHEET INDEX, LEGEND

SHEET:
1A1

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\SRTS_SCOTTELEMENTARY\PRINTING\CAD\DRAFTING\SCOTT_COVER.DWG PLOTTED: 2026/04/22 8:40 AM



① BROWN RD @ ARIZONA AVE ALIGNMENT & SURVEY CONTROL
SCALE: 1" = 30'

BROWN RD LINE AND CURVE TABLE					
LINE OR CURVE #	LENGTH	DIRECTION OR DELTA	RADIUS	START NORTHING AND EASTING	END NORTHING AND EASTING
L1	700.00'	N0°23'33"E	N/A	N: 230801.60 E: 193212.80	N: 231501.59 E: 193217.60

SURVEY CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	231029.55	193231.08	201.83	MAG-NAIL
2	231250.42	193198.61	199.65	MAG-NAIL
3	231159.33	193117.50	200.05	MAG-NAIL

SURVEY NOTES:

1. BASIS OF BEARINGS AND COORDINATE SYSTEM IS BASED ON OREGON COORDINATE REFERENCE SYSTEM "SALEM" ZONE, NAD83(2011), EPOCH 2010.00. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. ELEVATIONS WERE ESTABLISHED BY GPS RTK OBSERVATIONS UTILIZING THE OREGON REAL-TIME GNSS NETWORK. ALL ELEVATIONS SHOWN HEREON ARE NAVD88 DATUM.

   A TIE WAS MADE TO CITY OF SALEM BENCHMARK 6030 TO SHOW A CONVERSION TO NGVD29 DATUM. MARK IS A 2 INCH ALUMINUM DISC LOCATED ON THE SOUTHWEST CORNER OF SUNNYVIEW ROAD NE AND LANCASTER DRIVE NE. TO CONVERT TO NGVD29 DATUM, SUBTRACT 3.26 FEET FROM ALL POINTS.
3. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED VISIBLE EVIDENCE OF ABOVE GROUND APPURTENANCES ALONG WITH SURFACE UTILITY MARKINGS BY OTHERS. ALL UNDERGROUND UTILITIES SHOWN WERE MARKED ON THE SURFACE BY AN "OREGON ONE-CALL NOTIFICATION CENTER" REQUEST. SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SAID MARKINGS, HOWEVER, THEY ARE LOCATED AS ACCURATELY AS THEY ARE MARKED ON THE GROUND. ALL UTILITY LOCATIONS SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
4. ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 41047C0375G, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITH AN EFFECTIVE DATE OF JANUARY 19, 2000, THE SUBJECT PROPERTY LIES WITHIN THE FOLLOWING ZONE AND IS NOT IN A SPECIAL FLOOD HAZARD AREA:

   "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
5. MANHOLE RIMS AS SHOWN ARE CENTER OF LID AT SURFACE WITH A NOTE INDICATING WHETHER THE UNDERGROUND CONE IS ECCENTRIC OR CONCENTRIC. IF ECCENTRIC, IT IS ALSO NOTED WHICH EDGE OF THE RIM THE ECCENTRIC CONE IS FLUSH WITH.
6. PER ORS 209.150, ANY SURVEY MONUMENT REMOVED, DISTURBED OR DESTROYED SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR WITHIN 90 DAYS AT THE EXPENSE OF THE PERSON OR PUBLIC AGENCY RESPONSIBLE FOR SAID REMOVAL, DISTURBANCE OR DESTRUCTION.
7. FIELD SURVEYED OCTOBER, 2025.

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
79,380
OREGON
NOV 12, 2015
MITCHELL A. HEMMER
EXPIRES 06-30-2027

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

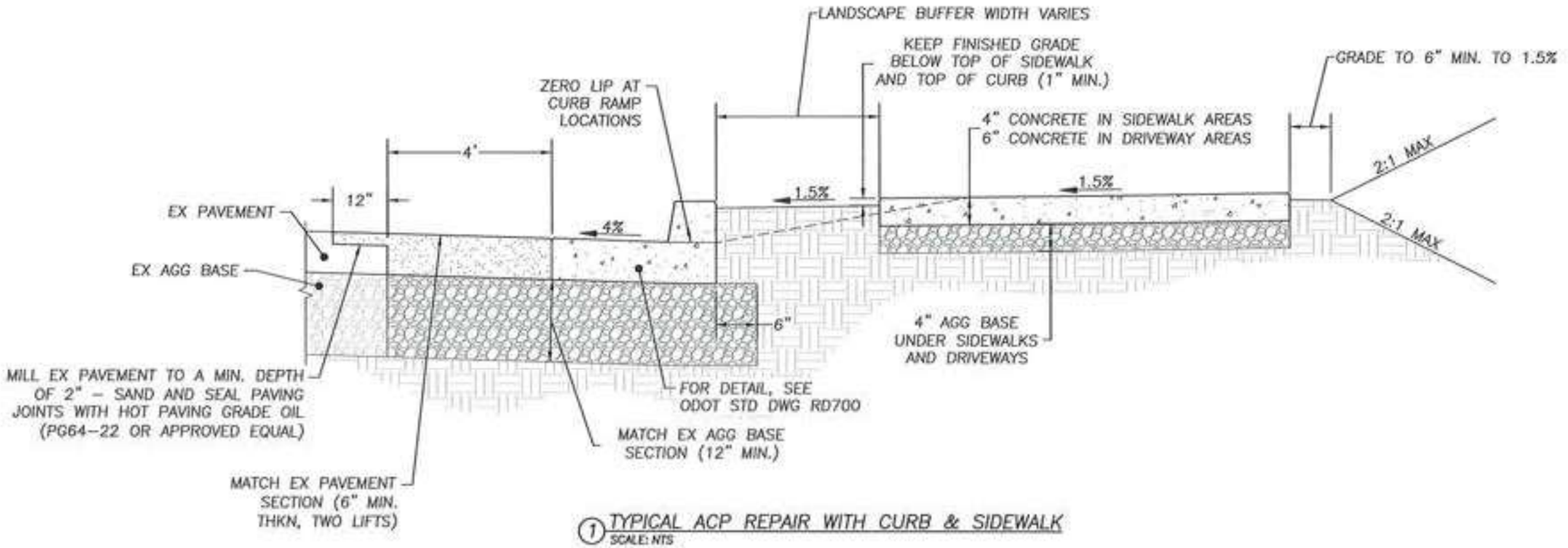
SRTS SCOTT ELEMENTARY RRFB

PROJECT NO.:	106452
ONEOFFICE NO.:	2026-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	7594-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

TITLE:
ALIGNMENT AND SURVEY CONTROL

SHEET:
1A3

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\SRTS_SCOTTELEMENTARYRRFB\CAD\DRAFTING\BROWN_ARIZONA ALIGNMENT SURVEY.DWG PLOTTED: 2026/04/23 8:45 AM



1 TYPICAL ACP REPAIR WITH CURB & SIDEWALK
SCALE: NTS

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MARION COUNTY

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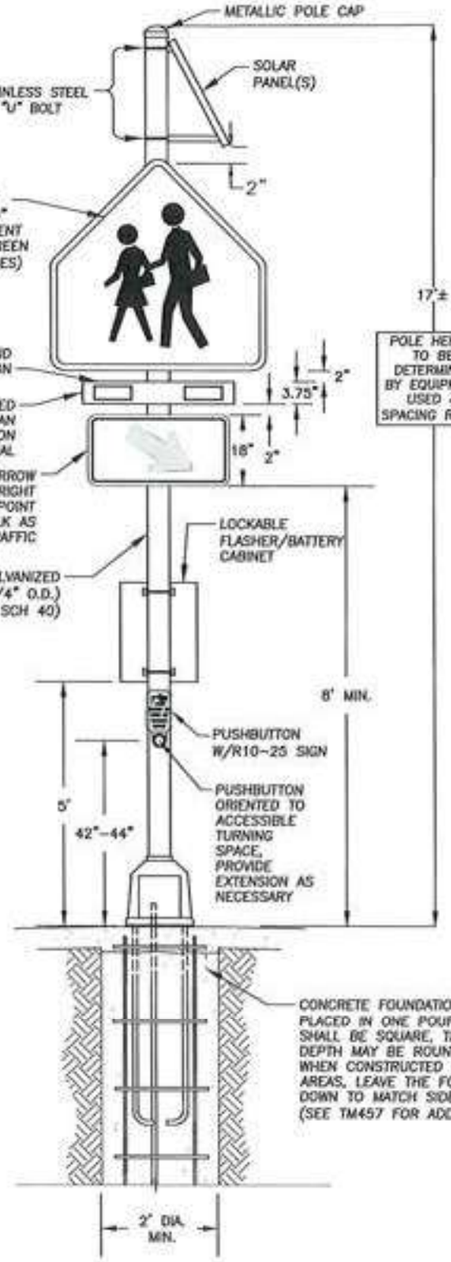
DEPARTMENT OF PUBLIC WORKS

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FED. PROJ. NO.:	N/A
KEY NO.:	N/A
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VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

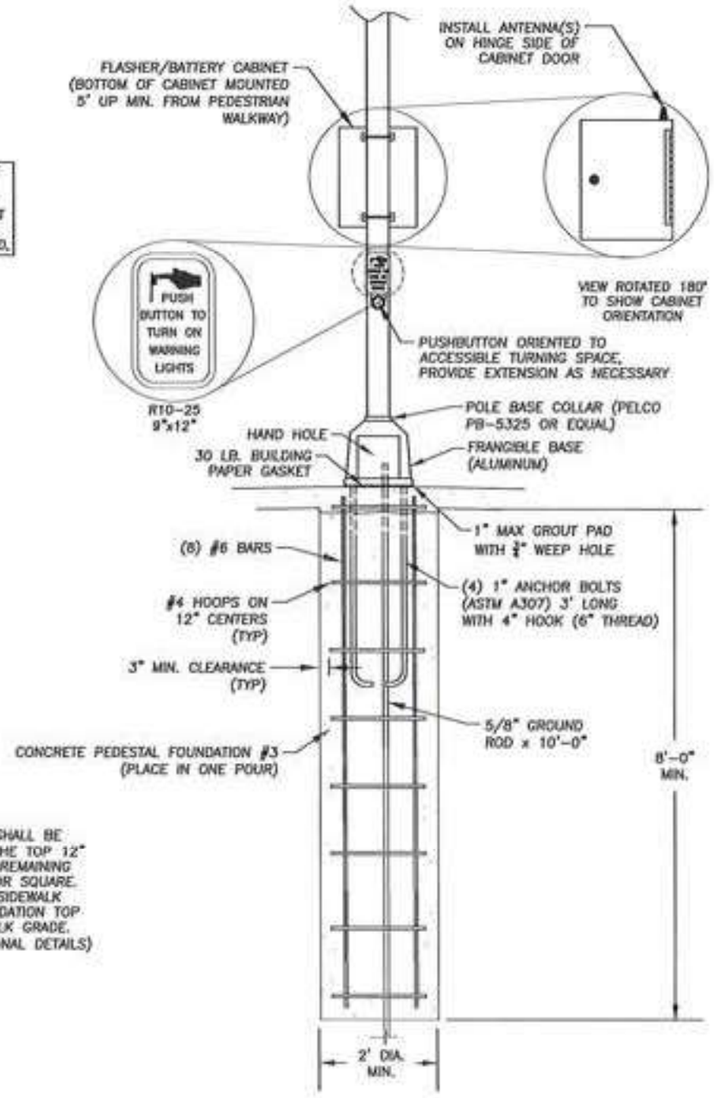
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ACP REPAIR DETAILS

SHEET:
2A

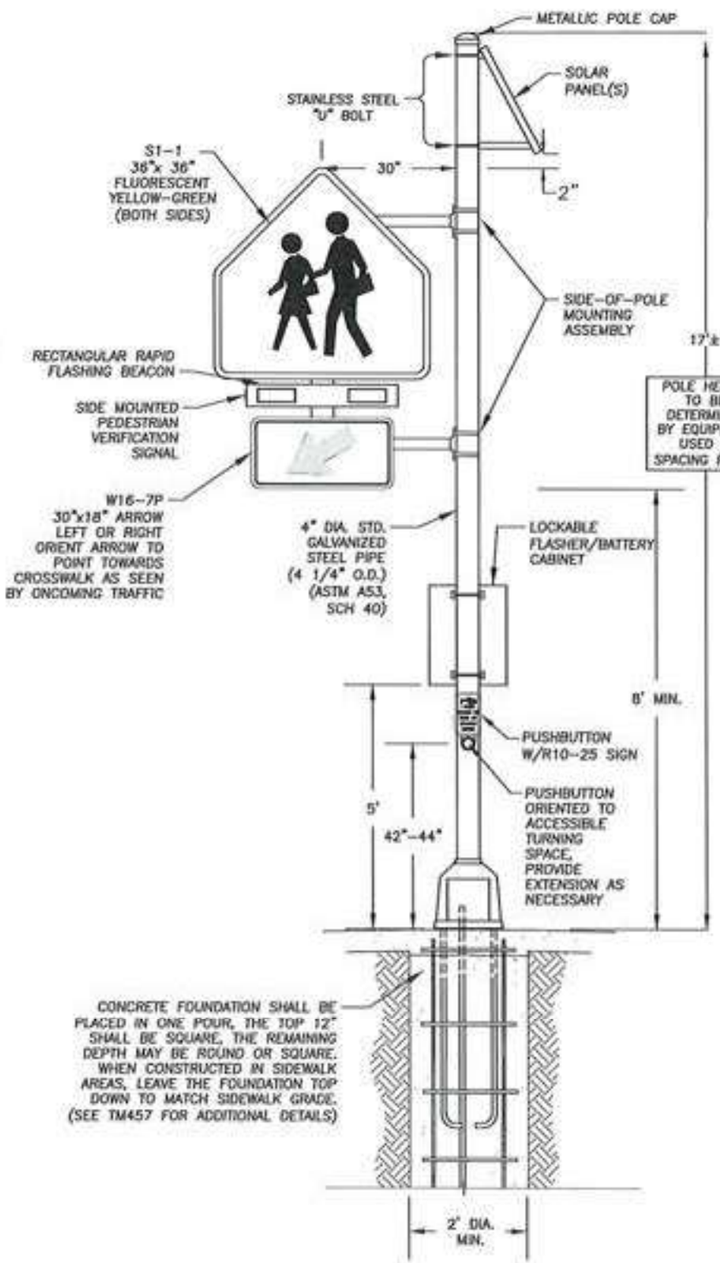
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STANDARD RRFB AND SIGNS
(NW CORNER SURFWOOD DR)



RRFB FOUNDATION, POLE, POLE BASE BASE, DETAILS
(SEE TM457 FOR ADDITIONAL DETAILS)



OFFSET RRFB AND SIGNS
(NE CORNER ARIZONA AVE)

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VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

TITLE:

RRFB DETAILS

SHEET:

2B

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LEGEND

DESIGNATED LEVEL LANDING AREA*

DESIGNATED RAMP AREA**

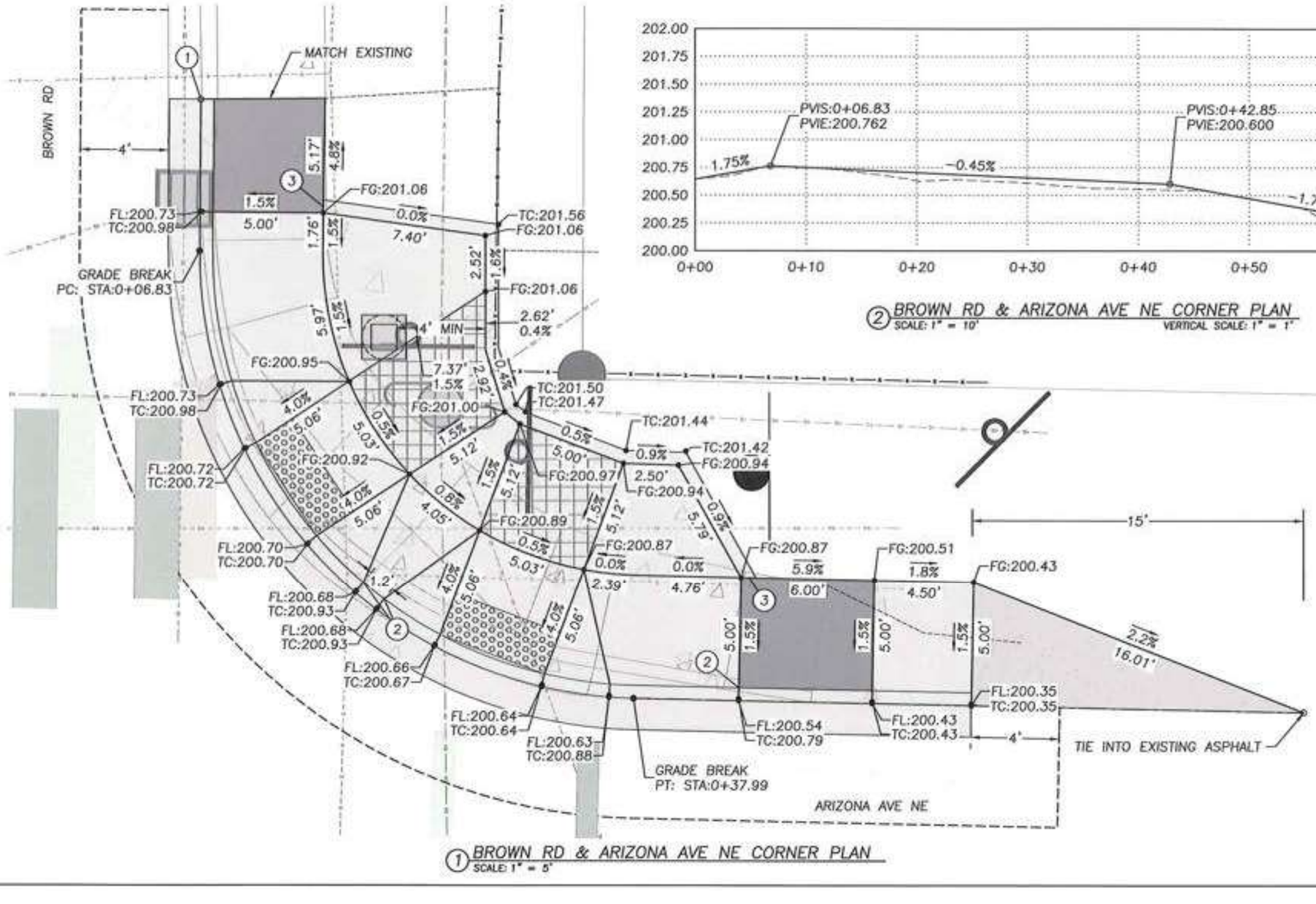
*LEVEL LANDING SLOPES SHALL BE 1.5% (2.0% MAX FINISHED) PARALLEL AND PERPENDICULAR TO DIRECTION OF TRAVEL. IF CONSTRAINED AT BACK OF WALK, THEN THE MINIMUM LEVEL LANDING/TURNING SPACE IS 4' X 5' WITH THE 5' MEASUREMENT IN THE DIRECTION OF THE RAMP RUN.

**RAMP SLOPES SHALL BE 7.5% MAX IN DIRECTION OF TRAVEL AND 1.5% (2.0% MAX FINISHED) PERPENDICULAR TO DIRECTION OF TRAVEL

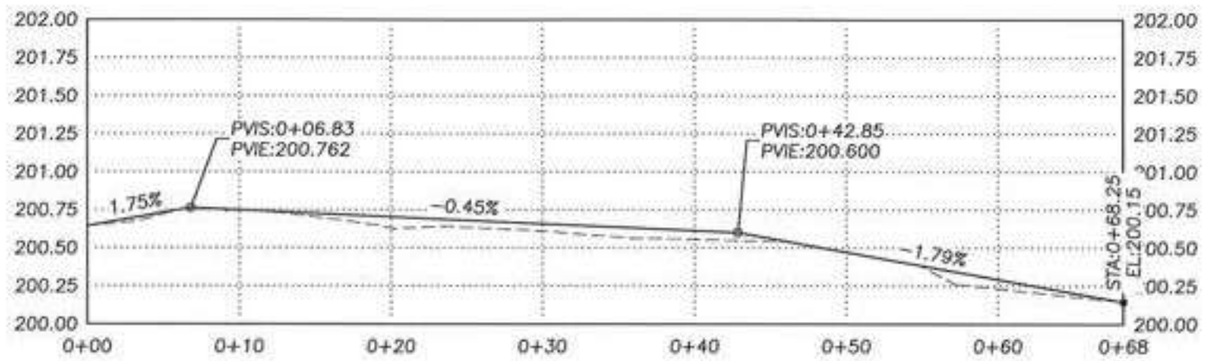
*** ENSURE A 4' MINIMUM CLEARANCE FROM BACK OF CURB TO FRONT OF CURB AROUND STORM SEWER MANHOLE.

CONSTRUCTION KEYNOTES

1. MATCH EXISTING CURB HEIGHT AND CURB FLOWLINE.
2. 3" CURB EXPOSURE
3. 0" CURB EXPOSURE



1 BROWN RD & ARIZONA AVE NE CORNER PLAN
SCALE: 1" = 5'



2 BROWN RD & ARIZONA AVE NE CORNER PLAN
SCALE: 1" = 10' VERTICAL SCALE: 1" = 1'

0 5'

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MARION COUNTY
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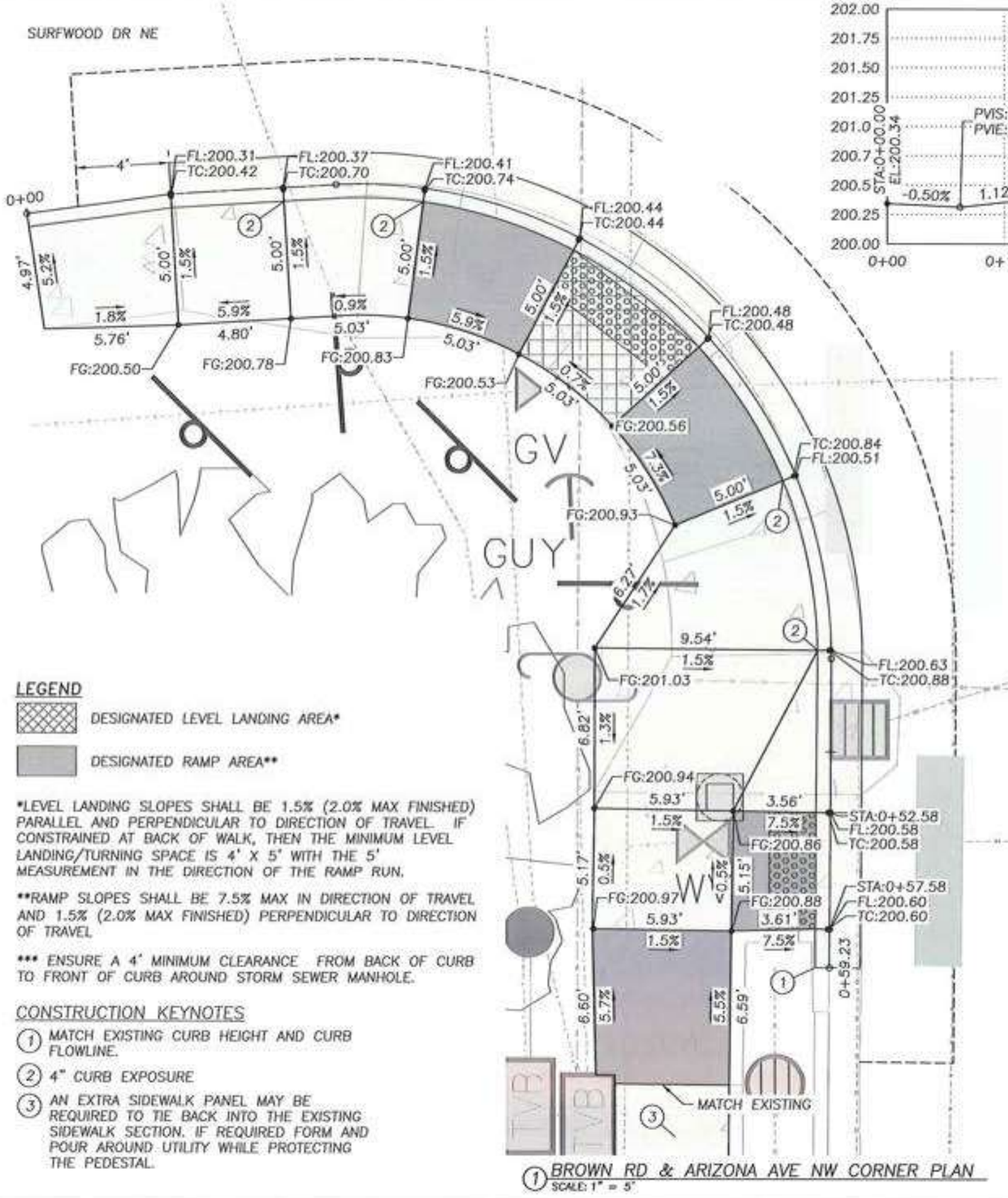
SRTS SCOTT ELEMENTARY RRFB

PROJECT NO.:	106452
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KEY NO.:	N/A
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VERT. DATUM:	NAVD88
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DRAWN BY:	MH

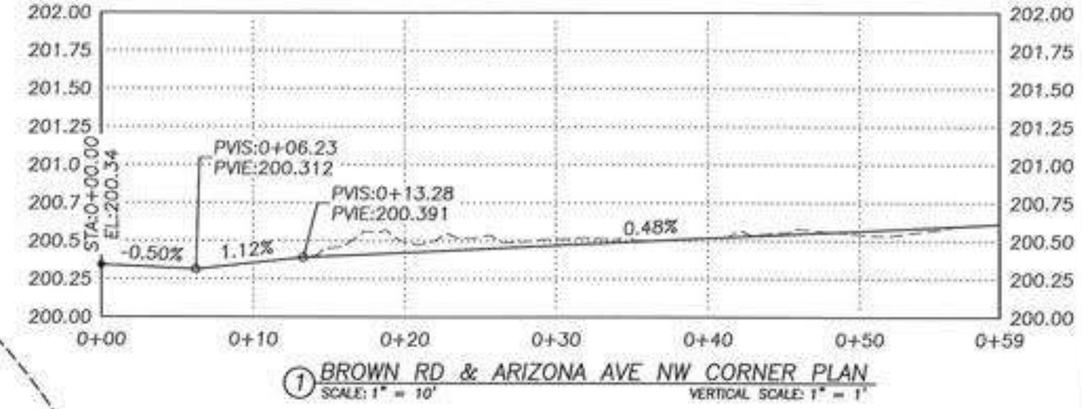
TITLE:
CURB RAMP DETAILS

SHEET:
2C

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1 BROWN RD & ARIZONA AVE NW CORNER PLAN
SCALE: 1" = 5'



1 BROWN RD & ARIZONA AVE NW CORNER PLAN
SCALE: 1" = 10'
VERTICAL SCALE: 1" = 1'

LEGEND

DESIGNATED LEVEL LANDING AREA*

DESIGNATED RAMP AREA**

*LEVEL LANDING SLOPES SHALL BE 1.5% (2.0% MAX FINISHED) PARALLEL AND PERPENDICULAR TO DIRECTION OF TRAVEL. IF CONSTRAINED AT BACK OF WALK, THEN THE MINIMUM LEVEL LANDING/TURNING SPACE IS 4' X 5' WITH THE 5' MEASUREMENT IN THE DIRECTION OF THE RAMP RUN.

**RAMP SLOPES SHALL BE 7.5% MAX IN DIRECTION OF TRAVEL AND 1.5% (2.0% MAX FINISHED) PERPENDICULAR TO DIRECTION OF TRAVEL

*** ENSURE A 4' MINIMUM CLEARANCE FROM BACK OF CURB TO FRONT OF CURB AROUND STORM SEWER MANHOLE.

CONSTRUCTION KEYNOTES

1. MATCH EXISTING CURB HEIGHT AND CURB FLOWLINE.
2. 4" CURB EXPOSURE
3. AN EXTRA SIDEWALK PANEL MAY BE REQUIRED TO TIE BACK INTO THE EXISTING SIDEWALK SECTION. IF REQUIRED FORM AND POUR AROUND UTILITY WHILE PROTECTING THE PEDESTAL.

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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79,380
OREGON
NOV 12, 2015
MITCHELL A. HEMMER
EXPIRES: 06-30-2027

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

SRTS SCOTT ELEMENTARY RRFB

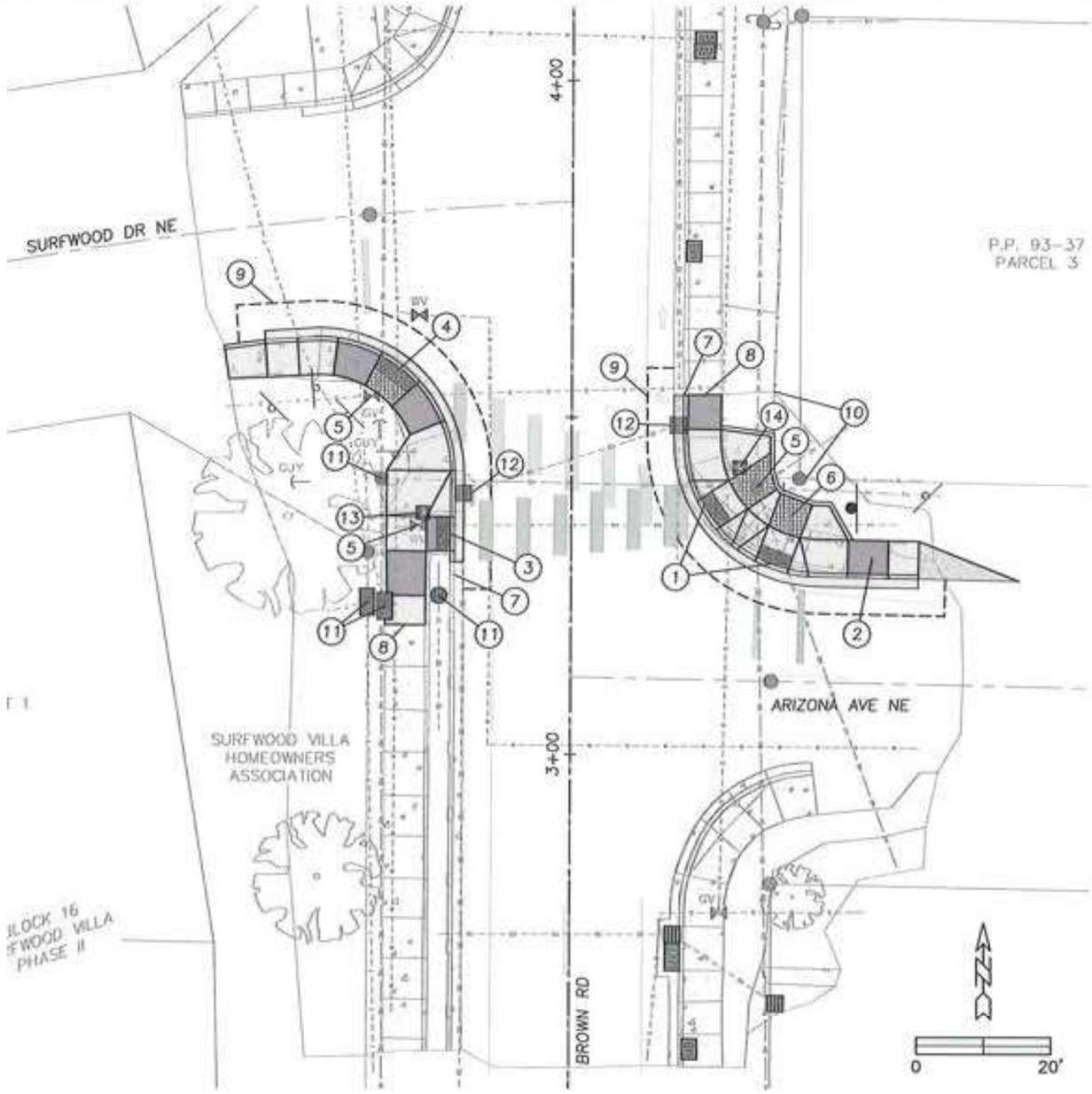
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ONEOFFICE NO.:	2026-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	7504-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

TITLE:
CURB RAMP DETAILS

SHEET:
2C1

0 5'

FILE: G:\ENGINEERING\PROJECTS\TRAL\PROJECTS\SRTS_SCOTTELEMENTARY\RRFB\CAD\DESIGN\BROWN_ARIZONA_DESIGN.DWG PLOTTED: 2026/04/22 8:56 AM



1 BROWN RD & ARIZONA AVE PLAN VIEW
SCALE: 1" = 20'

CONSTRUCTION KEYNOTES

1. REMOVE EXISTING SIDEWALK AS NECESSARY, CONSTRUCT PERPENDICULAR CONC SIDEWALK RAMP (SEE DETAIL SHEET 2C) – 2 EA
2. REMOVE EXISTING SIDEWALKS AS NECESSARY, CONSTRUCT END OF WALK CURB RAMP (SEE DETAIL SHEET 2C) – 1 EA
3. REMOVE EXISTING SIDEWALK AS NECESSARY, CONSTRUCT PERPENDICULAR CONC SIDEWALK RAMP (SEE DETAIL SHEET 2C1) – 1 EA
4. REMOVE EXISTING SIDEWALK AS NECESSARY, CONSTRUCT PARALLEL CONC SIDEWALK RAMPS (SEE DETAIL 3 ON SHEET 2C1) – 1 EA
5. UTILITY RELOCATION TO BE DONE BY OTHERS
6. REMOVE VEGETATION
7. PROTECT EXISTING CURB AND GUTTER
8. EXISTING CONCRETE SIDEWALK/DRIVEWAY TO REMAIN, MATCH NEW SIDEWALK/RAMP TO EXISTING SIDEWALK/DRIVERWAY
9. SAWCUT EXISTING ASPHALT (SEE DETAIL 1 SHT 2A)
10. REMOVE AND SAVE SECTION OF FENCE DURING CONSTRUCTION AND REINSTALL PER DETAIL BELOW. ASSUME ONE CORNER POST/CAP, 10 FEET OF CHAINLINK, 10 FEET OF TOP BAR, AND ADDITIONAL HARDWARE FOR REINSTALL.
11. PROTECT EXISTING UTILITIES
12. MINOR ADJUSTMENT OF CATCH BASIN – 2EA
13. INSTALL STANDARD RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM WITH FOUNDATION (SEE SHEET 2B FOR DETAILS). CONTRACTOR SHALL POTHOLE FOR EXISTING UTILITIES TO CONFIRM ADEQUATE SPACE PRIOR TO CONSTRUCTION. USE PEDESTAL FOUNDATION #3 PER ODOT STANDARD DRAWING TM457.
14. INSTALL OFFSET RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM WITH FOUNDATION (SEE SHEET 2B FOR DETAILS). CONTRACTOR SHALL POTHOLE FOR EXISTING UTILITIES BEFORE CONSTRUCTION TO CONFIRM ADEQUATE SPACE PRIOR TO CONSTRUCTION. USE PEDESTAL FOUNDATION #3 PER ODOT STANDARD DRAWING TM457.

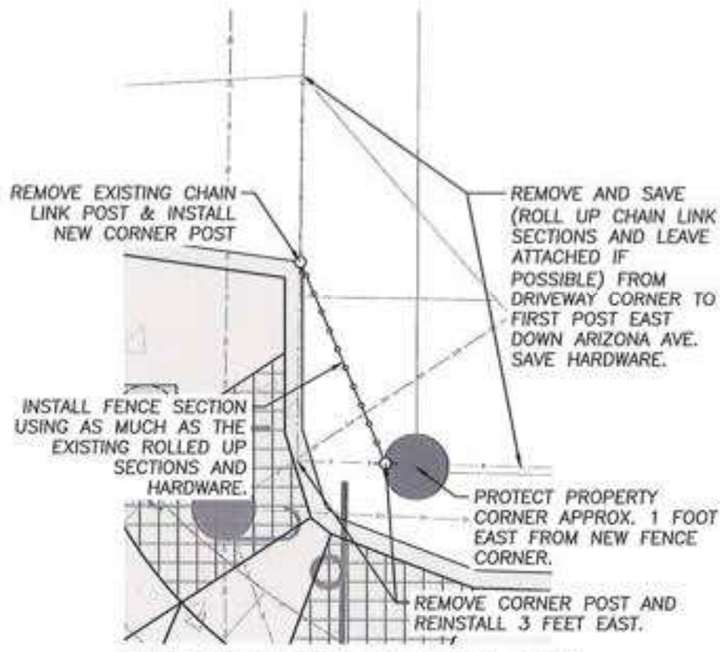
LEGEND

DESIGNATED LEVEL LANDING AREA*

DESIGNATED RAMP AREA**

*LEVEL LANDING SLOPES SHALL BE 1.5% (2.0% MAX FINISHED) PARALLEL AND PERPENDICULAR TO DIRECTION OF TRAVEL. IF CONSTRAINED AT BACK OF WALK, THEN THE MINIMUM LEVEL LANDING/TURNING SPACE IS 4' X 5' WITH THE 5' MEASUREMENT IN THE DIRECTION OF THE RAMP RUN.

**RAMP SLOPES SHALL BE 7.5% MAX IN DIRECTION OF TRAVEL AND 1.5% (2.0% MAX FINISHED) PERPENDICULAR TO DIRECTION OF TRAVEL



2 FENCE REMOVE/RECONSTRUCTION DETAIL
SCALE: 1" = 5'

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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79,380
OREGON
NOV 12, 2019
MITCHELL A. HEMMER
EXPIRES 06-30-2027

MARION COUNTY

SRTS SCOTT ELEMENTARY RRFB

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106452
ONEOFFICE NO.:	2020-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	7594-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
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DRAWN BY:	MH

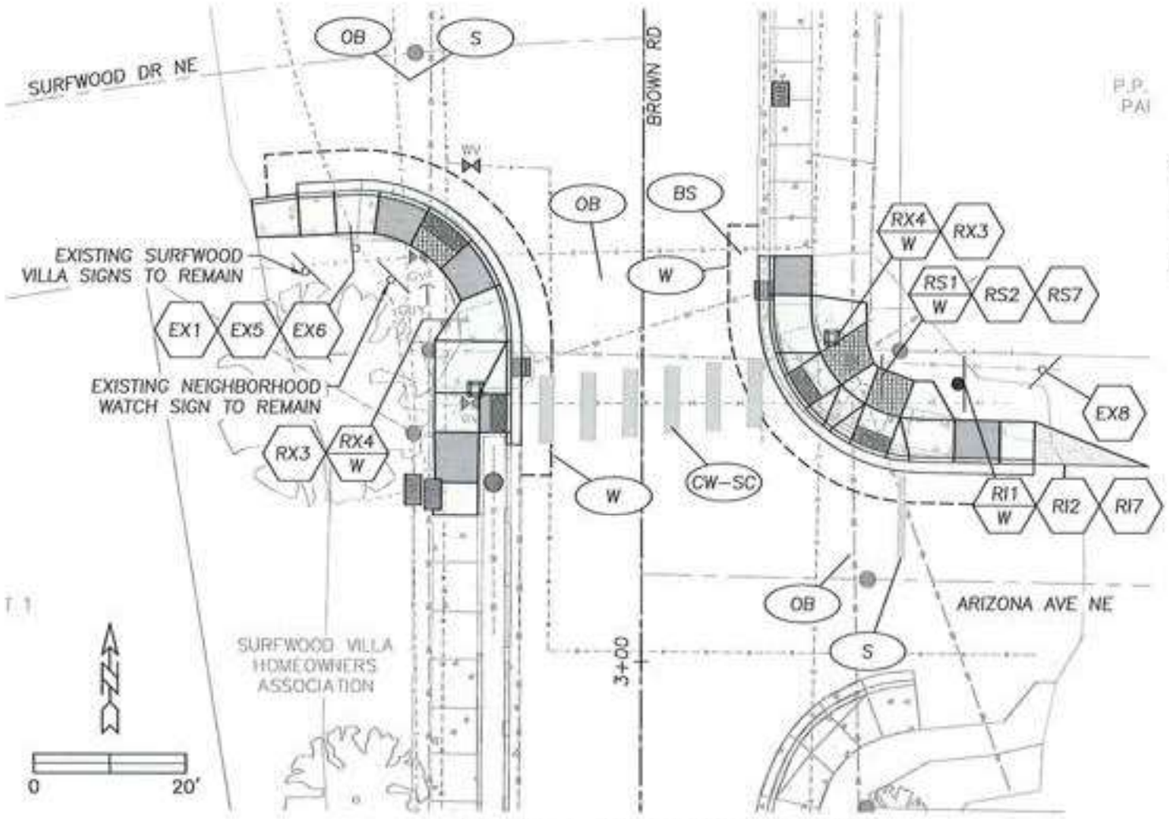
TITLE:

CONSTRUCTION

SHEET:

C01

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① BROWN RD & ARIZONA AVE PLAN VIEW
SCALE: 1" = 20'

GENERAL NOTES:

1. ALL LONGITUDINAL PAVEMENT MARKINGS SHALL BE 120 MIL SPRAYED SURFACE INSTALLED THERMOPLASTIC. LONGITUDINAL THERMOPLASTIC SHALL BE INSTALLED USING METHOD B.
2. ALL PAVEMENT LEGENDS AND TRANSVERSE MARKINGS SHALL BE PRE MARK VIZIGRIP, 120 MIL THICKNESS, UNLESS MARKED AS PAINT. SEE PLANS FOR DETAILS
3. ALL PAVEMENT MARKING REMOVAL WORK WILL BE DONE USING HYDRO-BLASTING METHOD.
4. SIGNS NOT SHOWN ARE TO REMAIN IN PLACE UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
5. THE LOCATIONS OF SIGN, SIGN FOUNDATIONS AND SIGN INSTALLATIONS SHOWN ARE APPROXIMATE WITH EXACT LOCATIONS TO BE DETERMINED IN THE FIELD.
6. WOOD POST SIZE (b*d) TO BE 4" X 4", UNLESS SPECIFIED DIFFERENTLY BY THE ENGINEER. – (SEE ODOT STD DWG TM670)
7. SEE SHEET 2B, RRFB DETAILS, FOR ADDITIONAL SIGNING REQUIREMENTS

SIGNING NOTES:

RXN / M	REMOVE EXISTING SIGN (N) AND (M) SIGN SUPPORT
RXN	REMOVE EXISTING SIGN (N)
N / M	INSTALL NEW SIGN (N) AND (M) SIGN SUPPORT
N	INSTALL NEW SIGN (N)
EXN	MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
RSN / M	REMOVE AND SAVE EXISTING SIGN (N) AND REMOVE (M) SIGN SUPPORT
RIN	REINSTALL EXISTING SIGN (N)
RIN / M	REINSTALL EXISTING SIGN (N) ON NEW (M) SIGN SUPPORT

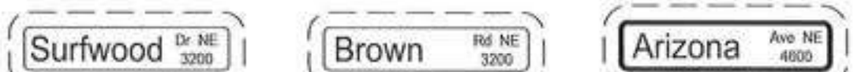
N = SIGN NUMBER
M = MATERIAL

MATERIAL OPTIONS ARE:
W = WOOD
S = STEEL

– DASHED BORDER DENOTES AN EXISTING SIGN



SIGN NO. 1 R1-1 | SIGN NO. 2 W14-1a | SIGN NO. 3 S1-1 | SIGN NO. 4 W16-7P



SIGN NO. 5 | SIGN NO. 6 | SIGN NO. 7



SIGN NO. 8 | SIGN NO. 9 | SIGN NO. 10 | SIGN NO. 11

PAVEMENT MARKING NOTES:

CW-SC*	INSTALL STAGGERED CONTINENTAL CROSSWALK 2' WHITE BARS, SEE ODOT STD DETAIL TM503, TM530
S	INSTALL 1' STOP BAR, SEE ODOT STD DETAIL TM503, TM530
OB	OBLITERATE EXISTING STRIPING, SEE ODOT STD DETAIL TM503
BS	INSTALL BIKE LANE STANDARD STENCIL (WHITE), SEE ODOT STD DETAIL TM503, TM530
W	INSTALL 4" WHITE LINE, SEE ODOT STD DETAIL TM500

FEDERAL HIGHWAY ADMINISTRATION
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NOV 13, 2019
MITCHELL A. HEMMER
EXPIRES 06-30-2027

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

SRTS SCOTT ELEMENTARY RRFB

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SITE NO.:	7594-010
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	MH
DRAWN BY:	MH

TITLE:
SIGNING & STRIPING

SHEET:
S1

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 5, 2026

Department: Sheriff's Office

Title: City of Sublimity Law Enforcement Patrol Services

Management Update/Work Session Date: July 21,2026 **Audio/Visual aids** ☐

Time Required: 5 mins **Contact:** Bethany Johnston **Phone:** x3261

Requested Action:
Staff recommends approval of the incoming funds Intergovernmental Agreement with the City of Sublimity to provide law enforcement services within the city upon signature through June 30, 2027.

Issue, Description & Background:
Marion County Sheriff's Office will deploy available personnel on an as-needed overtime basis to support public safety services within the City. The agreement allows law enforcement coverage while allowing the City to maintain flexible, budget responsive service model that aligns with their fiscal planning priorities.

Financial Impacts:
Incoming funds anticipated to be $129,822.72.

Impacts to Department & External Agencies:
Provide incoming funds for the services.

List of attachments:
Contract review sheet, Board Agenda review form, Original Contract

Presenter:
Commander Jason Bernards

Department Head Signature:
Jeremy Landers
Jeremy Landers (Jul 15, 2026 10:05:52 PDT)

Contract Review Sheet

Intergovernmental Agreement **SO-7095-26**

Title: **City of Sublimity 2026-27 LE Patrol Services**

Contractor's Name: **City of Sublimity**

Department: **Sheriff's Office** Contact: **Bethany Johnston**

Analyst: **Sandra Fixsen** Phone #: **(503) 589-3261**

Term - Date From: **upon signature** Expires: **June 30, 2027**

Original Contract Amount: **$ 129,822.72** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 129,822.72** Amd% **0%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☑ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

This agreement provides for the City of Sublimity to receive law enforcement services from Marion County on an overtime basis, rather than through the assignment of a dedicated full-time deputy. The total amount for this overtime contract for services for FY2026-27 is $129,822.72, which is funded by incoming revenue from the City of Sublimity.

Desired BOC Session Date:	**8/5/2026**	Contract should be in DocuSign by:	**7/15/2026**
Agenda Planning Date	**7/23/2026**	Printed packets due in Finance:	**7/21/2026**
Management Update	**7/21/2026**	BOC upload / Board Session email:	**7/22/2026**

BOC Session Presenter(s) **Commander Jason Bernards** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	07/15/2026	Bethany Johnston	07/14/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed Michelle Teed (Jul 21, 2026 08:01:41 PDT)	07/21/2026	Jan Fritz Jan Fritz (Jul 21, 2026 16:30:01 PDT)	07/21/2026
Legal Counsel	Date	Chief Administrative Officer	Date

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SUBLIMITY
SO-7095-26

1. PARTIES TO AGREEMENT

This Agreement between City of Sublimity, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the County will provide law enforcement services to Agency. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective after is has been signed by all parties and all required County approvals have been obtained and expires on June 30, 2027, unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 Agency shall notify County of its intent to renew by March 1st. Agency and County will then negotiate revisions to the budget.

3.4 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.5 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

3.5.1 County may reduce or terminate this Agreement when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

3.5.2 In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Agency agrees to abide by any such decision including termination of service.

3.5.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

3.5.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

3.5.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.6 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed $129,822.72. Payments for overtime Patrol Services shall be made at an hourly fee for service according to the following terms:

4.1.1 Agency agrees to compensate the County at an hourly rate based on the classification and pay rate of the Deputy who voluntarily accepts and performs the assigned overtime shift requested by the agency.

4.1.2 The hourly rate will be based on the time the assigned Deputy leaves the Public Safety Building, located at 3610 Aumsville Hwy SE, Salem OR 97317.

4.2 County will submit an invoice to the Agency for patrol services provided at the end of each month.

4.2.1 County shall invoice the Agency, and the Agency shall pay County within 30 days of receipt of the invoice, to the attention of: Sheriff's Office at the following address: PO Box 14500 Salem, OR 97309.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 Provisions of Services
The County shall provide law enforcement services for the citizens of the City of Sublimity in accordance with the terms of this Agreement. The nature, scope, and level of such services shall be determined by the County, consistent with applicable law, operational priorities, and available resources.

5.2 Patrol Coverage/ Assignment of Overtime Deputies
In addition to any services provided under section 5.1, this Agreement may include the assignment of Deputies on an overtime basis when such assignments are feasible by the County. The County retains exclusive discretion to assign or decline to assign overtime Deputies at any time, based on staffing availability, operational priorities, public safety

needs, and resource constraints. The Agency acknowledges that overtime assignments are not guaranteed and may be limited, variable, or unavailable depending on County needs.

The Agency shall submit requests for overtime coverage, including specific dates and times, no less than seventy-two (72) hours in advance of requested shift. All such requests are subject to County review and availability. The County makes no guarantee that any requested shifts will be filled and reserves the sole discretion to approve or deny any requested overtime coverage.

The County is not obliged to provide notice to Agency regarding unfilled overtime shifts. The County may, but is not required to, provide updates regarding shift status as a courtesy and subject to operational capacity.

5.3 Mutual Aid and Extended Response

The County retains the authority to deploy Deputies assigned under this Agreement to respond to calls for service outside the City of Sublimity, and to provide backup assistance to other law enforcement agencies, including the Sheriff's Office and State Police, in emergency or priority situations. The Agency acknowledges that such responses may temporarily reduce or interrupt services within the City, and no specific level of service is guaranteed during such periods.

5.4 Authority of Deputies

Deputies assigned to this Agreement shall exercise all law enforcement powers granted under applicable federal, state, and local law, including the authority to enforce all duly enacted ordinances of the Agency and to make arrests for violations thereof. Such authority is derived from law and not from this Agreement, and nothing herein shall be construed to create, expand, or limit such authority.

5.5 Assignment, Emergency Deployment, and Compensation Adjustment

The County retains sole authority to select, assign, and reassign any Deputy under this Agreement. The County may, at its sole discretion, and at any time, deploy any Deputy assigned under this Agreement to respond to emergencies, mutual aid requests, or other operational priorities occurring outside the Agency.

The County shall not be obligated to provide a replacement Deputy or otherwise backfill any scheduled service hours impacted by such deployment. In the event that scheduled service hours are reduced or interrupted due to such response, the fees payable under this Agreement shall be prorated based on the actual hours of service provided.

For the purpose of this Agreement, the Sheriff shall have sole and final authority to determine what constitutes an emergency, priority situation, or operational necessity warranting redeployment of personnel.

5.6 Employment Status and Compensation
Any Deputy assigned under this Agreement shall remain an employee of the County and shall not be considered an employee, agent, or representative of the Agency for any purpose. The Deputy shall be subject solely to the County's direction, control, and personnel policies. The County shall retain exclusive responsibility for all employment-related matters, including but not limited to compensation, salaries, wages, benefits, payroll taxes, workers' compensation, supervision, and discipline.

5.7 Control of Services and Personnel
All law enforcement services performed under this Agreement, and all matters incident thereto- including but not limited to performance standards, supervision, discipline, assignment, and control of Deputies shall be under the exclusive authority and direction of the County. The Agency shall have no authority to direct, supervise, or control County personnel.

The parties acknowledge that operational or service-related concerns may arise during the term of this Agreement. Such matters shall be communicated through designated representatives of each Party for coordination purposes only; provided, however, that the County retains sole and final authority over decisions involving personnel, operations, and service delivery.

5.8 For the purposes of this Agreement and the services described herein, the County shall furnish all necessary labor, supervision, equipment, radio communication facilities, and supplies required to provide the agreed-upon level of service.

As part of the routine patrol activities, any Deputy working under this Agreement may, as time and operational priorities allow, conduct periodic checks on businesses and residential areas.

The County shall provide monthly statistical reports to the Agency for their presentation at monthly council meetings. Such reports are due no later than one (1) week prior to the second Monday of each month.

6. COMPLIANCE WITH APPLICABLE LAWS
The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION
The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. HOLD HARMLESS
To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may

otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

10. NOTICES

Any notice required to be given to Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
City of Sublimity
Attn: Mayor Michael Taylor
245 NW Johnson St Sublimity, Or 97385
Michael.taylor@cityofsublimity.org

For County:
Sheriff's Office
PO Box 14500
SO-Contracts@co.marion.or.us

11. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Jeremy Landers Jeremy Landers (Jul 15, 2026 10:05:52 PDT) 07/15/2026

Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Jul 21, 2026 16:30:01 PDT) 07/21/2026

Chief Administrative Officer Date

Reviewed by Signature: Michelle Teed Michelle Teed (Jul 21, 2026 08:01:41 PDT) 07/21/2026

Marion County Legal Counsel Date

Reviewed by Signature: Sandra L. Hixson 07/15/2026

Marion County Contracts & Procurement Date

CITY OF SUBLIMITY

Authorized Signature: _____ Date: _____

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 08/05/2026

Department: Public Works

Title: Appointment of Marion Water Quality Advisory Committee Vice-Chair

Management Update/Work Session Date: 07/21/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Stephanie Pulvers **Phone:** 503-365-3187

Requested Action:
Appoint Lyle Schellenberg as Vice-Chair of the Marion Water Quality Advisory Committee (MWQAC).

Issue, Description & Background:
Under the MWQAC's bylaws, the Chair and Vice-Chair shall serve two-year terms. At a meeting held on February 10, 2026, the Committee voted to nominate Lyle Schellenberg to the position of Vice-Chair. Lyle has served on the Committee as an At-Large member since 2024.

The Marion County Board of Commissioners formed the MWQAC on July 28, 2010. The committee membership consists of six at-large positions and five positions consisting of community stakeholders from Marion Soil and Water Conservation District, Local Home Builders Association, Marion County Agriculture Industry, Land Development and a local Watershed Council.

Financial Impacts:
N/A

Impacts to Department & External Agencies:
N/A

List of attachments:
Order, Roster, Application

Presenter:
Stephanie Pulvers

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.07.14 14:36:52 -07'00'

Note: ***Information on this page is considered public record and may be made available upon request.***

Name: Lyle Schellenberg

City of residence: Salem

Business information:

Occupation/business Retired

Business address _____

City _____ , Oregon Zip code _____ Business telephone _____

Business e-mail _____ Business fax _____

I would like to be considered for the At-Large position on
(lay or representative designation)

the Marion Water Quality Advisory Committee
(name of committee, board, council, task force or commission)

The reason I am applying for this appointment is
I believe that my background is well suited for this position. Besides my four decade plus years as a utility contractor, I have also served on a State Board, State & National Association boards, Corporate boards, and a National Foundation Board. These broad array of experiences has taught me to work in a collaborative manner with others, even those with different perspectives.

The personal and professional interests that prompted me to apply for this appointment are
I have a long history of promoting good environmental practices. I have twice provided testimony before congress on EPA clean water issues. I now have the time to switch my focus from the broader national level to my local community.

Have you served on any other Marion County board, commission, committee, council, or task force? (If yes, please list)

1. _____ 2. _____

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position (include relevant skills, activities, training, and education)
Bachelor of Science Degree in Business. Past CEO of a utility construction company licensed in five states. Former NCCER Certified Instructor at the NW College of Construction. Recipient of the 2004 National Ditchdigger of the year for the long standing commitment to advancement of the utility construction industry.

What community or school activities, committees or special activities have you participated in?
Founding member and first President of the NW Utility Contractors Association 1998-1999 & 2010. President of the National Utility Contractors Association (NUCA) 2009. Appointed by Governor Kitzhaber to the Oregon Utility Notification Center State Board 2001-2004.Past Treasurer of the NUCA Foundation for Education & Research. Represented NUCA in a consortium of six associations- create national best practices.

For Internal Use:
Application Rcd by: S. Lintner Dept: HR/VS Date: 07/18/2024

Marion Water Quality Advisory Committee Roster

NAME	REPRESENTATION	TERM END DATE
Mark Grenz	Home Builders Association	09/30/2026
Rick Massey	Land Developer	12/31/2026
Richard Walker	At-Large	12/31/2028
Brent Stevenson	Marion County Agriculture Industry	12/31/2028
(Vacant)	At-Large	-
Gary White – Chair	At-Large	08/31/2029
Jeff Crowther	At-Large	06/30/2027
Jake Hush	At-Large	06/30/2027
Angela Plowhead	Marion Soil & Water Conservation District	12/31/2028
Lyle Schellenberg	At-Large	12/31/2028
(Vacant)	Local Watershed Council	-

STAFF	PHONE	EMAIL
Brian May	(503) 365-3147	bmay@co.marion.or.us
Stephanie Pulvers	(503) 365-3187	spulvers@co.marion.or.us
Rocky Toepfer	(503) 365-3127	rtoepfer@co.marion.or.us
Ryan Wade	(503) 365-3149	rwade@co.marion.or.us
Ana Najera-Sanchez	(503) 365-3177	anajerasanchez@co.marion.or.us

Media Notice

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY OREGON

In the matter of appointing)
Lyle Schellenberg as Chair to the)
Marion Water Quality Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 5, 2026.

WHEREAS, the Marion Water Quality Advisory Committee was created by the Board of Commissioners on July 28, 2010; and

WHEREAS, Lyle Schellenberg is willing and qualified to serve as Vice-Chair on the Marion Water Quality Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Lyle Schellenberg be appointed Vice-Chair to the Marion Water Quality Advisory Committee.

This appointment shall be for a term beginning August 5, 2026 and ending on August 5, 2028. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this _____ day of August 5, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner