**Agreement Number 110052-1**

**Amendment to State of Oregon**
**Intergovernmental Agreement**

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This is amendment number **01** to Agreement Number **110052** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Multnomah County Health Department**
**Lillian Shirley, Public Health Director, or delegate**
**1120 SW Fifth Avenue – 14th Floor**
**Portland, OR 97204**
**Phone: (503) 988-3674**
**Facsimile: (503) 988-4117**
**Email: lillian.m.shirley@co.multnomah.or.us**

hereinafter referred to as "**Agency**."

**1.** This amendment shall be effective on the date it is fully executed by the parties. Execution must occur on or before August 29, 2005 or this amendment shall have no effect.

**2.** The Agreement is hereby amended as follows: ~~language to be deleted or replaced is struck through~~, ***new language is italicized and bold***:

**a.** Section I. EFFECTIVE DATE AND DURATION is amended as follows:

**"I. EFFECTIVE DATE AND DURATION**
This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **August 15, 2004**, whichever date is later. Unless extended or terminated earlier in accordance with its

terms, this Agreement shall terminate on **August 30, ~~2005~~ *2006***. Agreement termination or expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any default by Agency that has not been cured."

**3.** Exhibit A Statement of Work (without Appendices A-C to that Exhibit) is replaced in its Entirety with the attached Exhibit A Statement of Work.

**4.** Appendix B to Exhibit A Statement of Work (Selected Schedule of Significant Timelines) is replaced in its Entirety with the Appendix B, attached hereto.

**5.** Except as expressly amended above, all other terms and conditions of the original agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this amendment.

## 6. SIGNATURES

**AGENCIES: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Approved By Agency**

| Authorized Signature | Title | Date |
|---|---|---|

**Approved By DHS**

| Authorized Signature | Title | Date |
|---|---|---|

**DHS Program Support Manager:**

| Signature | Name/Title (printed) | Date |
|---|---|---|

**Approved for Legal Sufficiency:**

*Department's contract file contains a copy of the electronic approval from:*
*Jeffrey Wahl* *8/3/05*

| Assistant Attorney General | Date |
|---|---|

**Office of Contracts and Procurement:**

| Signature | Name/Title (printed) | Date |
|---|---|---|

**EXHIBIT A**
**Statement of Work**

Agency: **Multnomah County Health Department**
Agreement #: **110052**

**STATEMENT OF WORK**
**Re: Establishment of Regional Lead Agency**

## I. DEFINITIONS:

A. **Healthcare Preparedness Region (HPR**) refers to one of the seven regions (with the boundaries and composition described in Appendix A to this Statement of Work) formed to enable a coordinated response to potential risks or threats of such bioterrorism, chemical, radiation, and other public health emergencies at the local, regional and state levels, and to facilitate preparedness planning and budgeting in support of the federal Health Resources and Services Administration (HRSA) bioterrorism cooperative agreement. Regional boundaries are subject to change on recommendation of the RHPBs and consensus of the Hospital and Health System Preparedness Implementation Committee.

**B. National Bioterrorism Hospital Preparedness Program (NBHPP))** is a national program to improve the preparedness of hospitals and health systems to respond to bioterrorism attacks, outbreaks of infectious disease and other public health emergencies including chemical and radiation events. A key strategy of the program is to develop healthcare regions to provide coordinated response to potential risks or threats of such events, at the local, regional and state levels. The Public Health Preparedness (PHP) Program manages this program, which is part of the Office of the State Public Health Director in Oregon's Department of Human Services (DHS).

**C. Hospital and Health System Preparedness Implementation Committee (HPIC):** The state-level subcommittee of the Health Preparedness Advisory Committee (HPAC) consisting of representatives from state and private organizations tasked with oversight of the Centers for Disease Control and Prevention (CDC) and Health Resources and Services Administration (HRSA) Cooperative Agreements. The HPIC is tasked with specific oversight of the Health Resources and Services Administration (HRSA) NBHPP program.

**D. Incident Command System**: The standardized incident management system that outlines roles and responsibilities of key organizational participants in incident response. It's use between organizations and across jurisdictions helps facilitate communications and response.

E. **Regional Healthcare Preparedness Board (RHPB)** is a volunteer organization, consisting of representatives of the healthcare delivery and public health systems in each of the seven Healthcare Preparedness Regions throughout the state. The mission of each board is to develop an integrated surge capacity response to a bioterrorism, chemical, radiation event or other public health emergency.

F. **Regional Healthcare Preparedness Plan (RHPP)** is the plan adopted by the Regional Healthcare Preparedness Board consistent with the requirements of section IV.C.7. of this contract.

G. **Regional Lead Agency (RLA)** is the healthcare organization or entity within an HPR that will perform the services identified in this Statement of Work.

**H. Surge capacity event:** A bioterrorism, chemical, radiation event or public health emergency that has the potential to overwhelm healthcare delivery system capacity. Health Resources and Services Administration defines a "surge" event as one that has the potential to create 500 additional acutely ill patients per 1 million population or a proportional number of patients based on regional population.

## II. PURPOSE

The purpose of the National Bioterrorism Hospital Preparedness Program (NBHPP) is to fully integrate emergency procedures among healthcare resources: hospitals, acute care medicine, emergency medical services (EMS), local public health agencies and other health assets into appropriate jurisdictional emergency operations plans.

## III. PROJECT OVERVIEW:

This contract is for services of the Contractor as Regional Lead Agency to assist in the establishment of the RHPB and implementation of the Regional Healthcare Preparedness Plan for Region # 1. Deliverables under this contract include:

A. The Regional Lead Agency will identify a single accountable manager who is responsible for deliverables under this contract.

B. The Regional Lead Agency will hire/assign appropriate staff with the knowledge, skill and abilities to accomplish the following:

1. Organize a Regional Health Preparedness Board for Region # 1 in accordance with the timelines and requirements set forth in Appendix B to this Statement of Work;

2. In conformance with HRSA and HPIC policies and guidelines, prioritize regional bioterrorism, chemical, radiation and public health emergency and preparedness needs of components of the healthcare delivery system in Region # 1 including hospitals, health clinic systems, Emergency Medical Services, etc.; and

3. Assist the board in developing, exercising and implementing a Regional Healthcare Preparedness Plan that integrates planning and response of healthcare system participants to bioterrorism, chemical, radiation, and public health emergency events. The Regional Healthcare Preparedness Plan will be developed in coordination with local, city and county emergency planners.

4. Develop annual budgets and requests for expenditures of NBHPP funding based on regional priorities.

## IV. REQUIRED ACTIVITIES BY REGIONAL LEAD AGENCY (RLA)

The RLA shall perform the following activities within the timelines set forth in Appendix: B

**A. Required Use of Funds Received from DHS:** the RLA shall utilize funds from the State of Oregon for hiring, providing office space to, supervision and general oversight to Regional planning staff, including a Regional Coordinator, and other necessary and reasonable startup costs.

**B. The Regional Coordinator shall have the following duties and requirements**

1. Be a full time employee of the Regional Lead Agency.
2. Have duties devoted exclusively to development, implementation and maintenance of the HRSA Healthcare Preparedness Region planning, exercising and budgeting process;
3. Assist the Regional Lead Agency in identifying and recruiting appropriate membership for the Regional Health Preparedness Board;
4. Serve as the staff to the Regional Health Preparedness Board;
5. Serve as the Regional Health Preparedness Board liaison to the Region's county public health departments, first responder and emergency management agencies to coordinate integration of RHPB plans into the overall community response;
6. Coordinate with healthcare system participants on the purchase and utilization of equipment and services budgeted by the RHPB.
7. Ensure no supplantation of funding from other grants or funding sources occurs for supplies or activities to support this project.

**C. Required Activities Regarding Development of RHPB:** The RLA shall, with assistance from the Regional Coordinator(s):

1. Facilitate formation of a Regional Health Preparedness Board (RHPB) according to the schedule and requirements set forth in Appendix B.
2. Serve as the conduit through which the Regional Coordinator and the Regional Health Preparedness Board provides information to Oregon Health Services and Health Resources and Services Administration staff, including budget proposals and recommendations;
3. Ensure RHPB membership includes invitations for participation to:

a) Hospitals within the Healthcare Preparedness Region (HPR)
b) Local Health Departments
c) Representation from each of the following major components of the healthcare delivery system. It is not the intent that, e.g., all EMS agencies or Federally Qualified Health Centers (FQHCs) clinics be a member. Where appropriate, each of the following groups should be invited to participate, listed without preference or priority as follows:
    1) EMS;
    2) Tribal clinics;
    3) Medical societies;
    4) Individual Practice Associations (IPAs);
    5) "Major/large" medical groups-subject to local interpretation;

6) Safety net clinics, e.g. FQHCs
7) County emergency management
8) Other first response agencies as appropriate, e.g. HAZMAT or fire

4. Coordinate with the RHPB to develop and adopt a charter for the Regional Health Preparedness Board that outlines its mission and governance. A sample charter is attached as Appendix C. The actual charter should reflect, at a minimum the following elements of the sample charter so as to ensure a necessary minimum amount of consistency throughout the state among the various RHPB's:

a) Mission statement;
b) Membership and terms of service;
c) Governance, including decision making process (consensus and voting process);
d) Sub-committee structure as necessary;
e) Roles and responsibilities
f) Goals and timelines; and
g) That the Hospital and Health System Preparedness Implementation Committee (HPIC) and Health Preparedness Advisory Committee (HPAC) have final approval on budget recommendations.

**5.** Coordinate with the RHPB to assess bioterrorism, chemical, radiation response capacity for each hospital and other members of the regional healthcare delivery system and prioritize needs based on this assessment.
**6.** Coordinate with the RHPB to develop budgets in accordance with funding allocated to Region # 1 by HPIC based on the needs assessment required in Section IV.C.5 above. Funding allocation documentation will be provided to Contractor by DHS. Contractor will submit to DHS the RHPB budget for review and approval.

**7.** Coordinate with the RHPB to develop a Regional Healthcare Preparedness Plan (RHPP) that integrates planning and response of healthcare system participants to bioterrorism, chemical, radiation, and public health emergency events. At a minimum, the RHPP will:

a) Include procedures for an integrated and coordinated response by hospitals and major healthcare organizations and adjacent Healthcare Preparedness Regions.
b) Be attached to or otherwise integrated with medical annexes in each county emergency plan within the healthcare preparedness

region; and

c) Describe use of the Incident Command System as it relates to the plan.

d) Define both minimum and desirable capabilities for that region that are in conformance with HRSA and HPIC requirements and guidelines and meet the following objectives:

1) Provide medical care for multiple critically ill patients resulting from a surge capacity event.

2) Transfer and refer patients as appropriate according to predefined protocols

3) Sustain local ability to provide emergency health care for up to 72 hours without outside assistance

4) Utilize common emergency medical protocols throughout the region

5) Identify regional sources of equipment, supplies, personnel and other necessary resources in coordination with a statewide resource management plan to be developed

6) In coordination with adjacent and other Healthcare Preparedness Regions, develop plans to provide and receive mutual aid.

7) Exercise regional plans through drills and exercises a regular basis and according to an annual exercise program (See Appendix B, attached);

## V. DELIVERABLES FROM REGIONAL LEAD AGENCY (RLA)

A. By September 15, 2005, the Contractor shall provide a proposed RLA budget for the contract year.

B. The Contractor shall provide to DHS quarterly reports with the first report due within 90 calendar days of the effective date of this contract to the state's Hospital and Health System Preparedness Implementation Committee on specific progress made in performing the activities described in Section IV.A., IV.B. & IV.C. The reports shall summarize Contractor's activities and total amounts expended under this contract, including but not limited to travel, board meetings and other planning efforts.

## VI. PAYMENTS PROVISIONS:

DHS will pay Contractor for the work and deliverables described in the Statement of Work as follows:

**General:** Contractor will receive up to **$260,000.00** for two Regional Coordinators), which will be allocated as follows:

Based on DHS' receipt and approval of proposed budget from Contractor as described in Deliverables, DHS will pay Contractor on or before the **15th** day of such month, amounts up to and including sum of **$21,666.66 (1/12th of $260,000.00).**

**Appendix B to Exhibit A (Statement of Work):**
**Selected Schedule of Significant Timelines:**[1]

| Required Activity: | Projected Due Date: |
|---|---|
| First quarterly report due (September-November) | 15 December 2005 |
| Detailed FY 2005 regional budget due to State of Oregon | 30 November 2005 |
| State submission of detailed FY 2005 regional budgets to HRSA | 7 December 2005 |
| Approval of FY 2005 budgets by HRSA | 15 December 2005 |
| Receipt of revised Notice of Grant Award releasing FY 2005 funds for obligation and expenditure | 30 December 2005 (projected date) |
| Obligation of regional funds to Oregon Association of Hospitals and Health Systems | 13 January 2006 |
| Initiation of contracts between OAHHS and designated regional recipients for disbursement of FY 2005 Funds | 16 January 2006 |
| Regional mid-year progress reports due to State (in support of federal HHS/HRSA mid-year report)- format to be provided: | 1 March 2006 (Report due to HRSA on 1 April 2006) |
| Second quarterly report due (December-February) | 15 March 2006 |
| Initiate development of FY 2006 HRSA application | 1 May 2006 |
| Third quarterly report due (March-May) | 15 June 2006 |
| Fourth quarterly report due (June-August) | 30 August, 2006 |

[1] Dates listed are estimates subject to revision by DHS. All required activities must be completed no later than August 30, 2006.