| **Section of Boilerplate** | **Issue (Concerns from County Counsels)** | **Status prior to 12/18 County Contracts call**  | **Next steps from 12/18/2017 County Contracts Group discussion**  | **Next steps from 1/30/2018 County Contracts discussion**  |
| --- | --- | --- | --- | --- |
| **Exhibit D, 2a. HIPAA Compliance**  | Requested Language: OHA represents that its computer systems and data transactions systems for which OHA requires LPHA and Providers to access and use, including those described in Exhibit F “Information Privacy/Security/Access,” include reasonable and appropriate technical safeguards and access controls as required by the Security Standards for the Protection of Electronic Protected Health Information. 45 CFR 164 Subpart C. | OHA did not agree with this suggested change.  | Brad will contact Multnomah County for more background on this requested change.  | Kirk will take suggested language to OIS (OHA’s IT office) to get their perspective and determine next steps. New access agreement being developed may address this issue.  |
| **Exhibit E, 5 Alternate Formats and Translation of Written Materials, Interpreter Services** | * Request to mirror Environmental Health IGA and BH and DD FAAs.
* Clarify who is responsible for translation. Request is that if materials are created by OHA, then OHA would be responsible for translation. If LPHA creates document, then LPHA would be responsible for translation.
* Similar questions regarding oral interpretation services.

**Language from EHS IGA:** Work with the CLEHS, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated into Spanish, and which forms and documents will be provided to the LPHA in printed form. In addition, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:* The number or proportion of limited English proficiency (LEP) persons eligible to be served or likely to be encountered by the LPHA;
* The frequency with which LEP individuals come into contact with the LPHA’s environmental health services program;
* The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
* The resources available to OHA and the costs of interpretation/translation services.

LPHA is responsible for translating and/or printing any materials in additional languages to meet their own local needs in compliance with any applicable federal standards. | OHA would like CMHP and LPHA agreements to be consistent.This issue came up in a work group to revise the Environmental Health IGA and the language agreed to is provided for consideration. | Steve Marlowe will contact Eric Blaine in Crook County to identify his specific concern, if it’s still a concern. After further review, DOJ advises keeping language as is to align with federal regulations and keep agreement consistent with other agreements that are federally funded.  | Steve will contact Eric to see if he still has concerns.  |
| **Exhibit F, Section 4(b) (Standard Terms and Conditions, Representations and Warranties).**  | Requested language: Each OHA computer system or other OHA Information Asset for which LPHA or Provider is required to access to or use in performance of a Program Element as described in Section 13 is free of vulnerabilities and malicious code that may compromise, alter, harm damage, cause undesired changes to, or otherwise cause a loss of protection to data in an information system or network of LPHA or Provider. Examples of malicious code include computer viruses, worms, Trojan horses, time bombs, time locks, trap door devices, or any other similar harmful malicious or hidden procedures, routines, or mechanisms. OHA will be fully liable to LPHA or Provider for all expenses, including, but not limited to, LPHA or Provider staff time arising from a direct or indirect result of any use of or access to such system(s) with vulnerabilities or malicious code by LPHA’s employees, agents and Providers. OHA will fully cooperate at its sole expense, with LPHA’s and Provider’s subsequent efforts to mitigate the effect of any vulnerability or malicious code. OHA will not be liable for any malicious code originating from or within LPHA or Provider. OHA’s failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit F, “Limitation of Liabilities.”  | OHA did not agree with this suggested change.  | Brad will check with Multnomah County to be sure we are understanding their concern related to this requested change.  | Kirk will review this language with OIS.  |
| **Exhibit F, 9 (Effect of Termination)** | Concerns regarding payment for services performed prior to termination of Agreement | Proposed language/deletions are not consistent with CMHP Agreement. | Steve Marlowe will review current language and check with Eric Blaine to see if he still has concerns about this. 12/29/17 Eric Blaine ok with current language.  | No longer an issue.  |
| **Exhibit F, 10 (Limitation of Liabilities)** | Request to add: “Except as otherwise provided herein . . .” | Proposed language is inconsistent with CMHP Agreement | This is related to Multnomah County concerns noted above.  | Concern about no similar limitation on liability for County as there is for state. Kirk will discuss with OIS.  |
| Exhibit F, 12a (Records, Maintenance, Access and Confidentiality) | Request to add “upon reasonable prior notice to LPHA”:“In addition, upon reasonable prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.” | Proposed language inconsistent with CMHP AgreementOHA needs to retain ability to perform site reviews without prior notice.  | Danna will consult with DOJ and PHD. 12/27/2017: PHD agrees to language such as “In addition, upon 24 hour prior notice to LPHA, LPHA shall permit authorized . . .”  | Done. Language about 24 hour prior notice has been added to boilerplate.  |
| Exhibit F, 14 (Force Majeure) | Request to state that “either party” may terminate the Agreement upon written notice to the other party. | This language is inconsistent with CMHP Contract. | DOJ is reviewing language to replace “OHA” with “Either party”.  | Done. Language has been changed from “OHA” to “Either party.” |