



Agreement Number 155921

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **04** to Agreement Number **155921** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Deschutes County
2577 NE Courtney Drive
Bend, OR 97701
Attention: Kathy Christensen
Phone: 541-322-7407
Email: kathy.christensen@deschutes.org

hereinafter referred to as “County.”

1. By authority of ORS 291.049 and OAR 137-045-0090, upon approval by the Oregon Department of Justice, this Amendment 4 will be effective on **January 1, 2022**, once signed by both parties.
2. The Agreement is hereby amended as follows:
 - a. **Section 3. “Consideration”** to increase the maximum not-to-exceed amount from “**\$1,336,970**” to “**\$1,768,754**”
 - b. As of January 1, 2022, **Exhibit A, Part 1 “Statement of Work”** is changed to reflect the Services to be provided between January 1, 2022 through December 31, 2022, as described in *Attachment 1*, attached hereto and incorporated herein.
 - c. As of January 1, 2022, **Exhibit A, Part 2 “Payment and Financial Reporting”** is changed to reflect the new budget for January 1, 2022 through December 31, 2022, as described in *Attachment 2*, attached hereto and incorporated herein.
3. 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. County certifies that the representations, warranties and certifications contained in the original Agreement

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

a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;

d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: Kathy.christensen@deschutes.org; michele.carroll@deschutes.org

Telephone: 541-322-7500 Facsimile: 541-322-7565

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured

Policy #: N/A Expiration Date: N/A

5. Signatures.

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

Deschutes County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Mark Williams, Attorney in Charge on 02/08/2021.

EXHIBIT A

Part 1 Statement of Work

1. Purpose:

The purpose of this Agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown but are at significant risk of HIV acquisition. County shall perform services under the Health Resources and Services Administration (HRSA)-approved Service Categories of Early Intervention Services and Outreach Services. Ryan White Part B program funds will be used to support County's HIV Early Intervention and Targeted Outreach Services over the next five years. These funds have been allocated on a time-limited basis to support the establishment and/or enhancement of existing intervention and outreach services to people living with and at risk for HIV in communities that could most benefit. For the purpose of this Agreement, the continuum of these services (Early Intervention Services and Outreach Services) will be referred to as EISO Services.

Definitions:

- **Early Intervention Services**, as defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- **Field-based services:** HIV/STD testing and other complementary services (such as provision of STD treatment) conducted outside a local public health clinic setting, in environments frequented by target populations and other persons of interest. This may include provision of services at an individual's place of residence.
- **HRSA is the United States Health Services & Resources Administration**, which funds the Ryan White CARE Act.
- **Not-in-Care** refers to a person living with HIV who has never been linked to HIV medical care or was previously in HIV medical care but has not attended an HIV medical care appointment in a specified period of time (out of care).
- **Outreach Services**, as defined by HRSA/Ryan White Program Guidance, "are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.
- **PLWH** means people living with the human immunodeficiency virus.
- **Program Income** means gross income earned by the County and its subcontractors that is directly generated by activities funded in this contract.

- **Pre-exposure prophylaxis (or PrEP)** is an HIV prevention approach in which people at very high risk for HIV take HIV medicines daily to lower their chances of getting infected. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- **STI** means Sexually Transmitted Infections.

HRSA/Ryan White Program funds are intended to supplement, not supplant, existing services intended to achieve the same outcomes and must be provided in coordination with local prevention efforts. This Agreement supports Oregon’s End HIV Oregon goals of testing, prevention, and treatment. (See <https://www.endhivoregon.org/>)

This Agreement will provide funding for County’s EISO services outlined in the Statement of Work for a maximum of five years. Services provided must align with Oregon’s Integrated HIV Prevention and Care Plan, 2017-2021. This Agreement is not renewable after the maximum five- year period.

2. Required County Services: County shall provide the following services.

2.1 Outreach Services

2.1.1 Purpose:

The purpose of Outreach Services is to identify individuals who:

- Do not know their HIV status and refer them to services to help them learn their status
- Know their HIV-positive status and are not in care and help them connect to HIV care and services

2.1.2 Eligibility:

To qualify, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.1.3 Activities:

Activities outlined below must be:

- Planned in coordination with local HIV prevention outreach programs to avoid duplication of effort
- Targeted to communities or local establishments that are frequented by members of any populations at disproportionate risk for HIV infection (no broad-scope awareness activities)

2.1.3.1 Outreach Activities: In general, outreach activities are client engagement strategies delivered in community-based settings outside of local public health clinic

environments. Specific activities to be defined by County, as described in initial proposal and addenda.

2.1.3.2 Follow up on PLWH with a new early syphilis or gonorrhea diagnosis and their contacts: County will interview all known PLWH with a new early syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services. All contacts will be offered needed services, including HIV and STI testing. During the process of offering partner services, County will also offer PLWH assessment, health literacy/education, referrals, and linkage to care services, as appropriate, and as described in EIS, Section 2.2 below.

2.1.3.3 Not-in-Care (Reconnecting previously diagnosed, but out of care): County will deliver EISO Services (as described below, in Sections 2.2) through the remainder of the project period to clients who were previously diagnosed HIV positive, but have fallen out of care (e.g., referred by OHA Surveillance through Not-in-Care efforts, ADAP terminations, or other means).

2.1.3.4 Referral to Early Intervention Services, HIV Testing Services, and Partner Services, as appropriate: County shall ensure that the following groups of individuals receive needed services, to include HIV testing, EIS, and/or partner services. (Partner Services includes interviews for sex and needle sharing partners, offers to conduct partner notification, and provision of HIV and STI testing to all contacts):

2.1.3.4.1 Individuals of unknown HIV status with a new early syphilis and/or rectal gonorrhea diagnosis

2.1.3.4.2 Individuals with a new HIV or STI diagnosis identified through EISO Services activities.

2.2 HIV Early Intervention Services

2.2.1 Purpose

The purpose of HIV Early Intervention Services is to identify people living with HIV, refer them to services, link them to care and provide health education and literacy training to assist with navigating HIV care and support services

2.2.2 Eligibility

2.2.2.1 To qualify for HIV Testing, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.2.2.2 To qualify for additional services under EIS, individuals must have a documented positive HIV status and self-attest to Oregon residence.

2.2.3 Activities

2.2.3.1 HIV Testing: County shall provide HIV Testing to individuals at elevated risk, as described below. Individuals who test positive for HIV will be offered all of the EISO Services described in 2.2.3.2 through 2.2.3.5; contacts who test negative will be educated about PrEP, and as appropriate, referred into PrEP navigation and other prevention services.

2.2.3.1.1 Outreach testing: County will offer outreach testing for HIV and STIs to populations at risk, with a focus on unmet local needs, underserved populations, and populations disproportionately impacted by HIV/STI. Outreach testing may be delivered in a variety of ways, depending on local needs, but should meet the following HRSA guidelines: “targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior and conducted at times and in places where there is a high probability that individuals with HIV will be reached.”

2.2.3.1.2 HIV testing of individuals with a new early syphilis or rectal Neisseria gonorrhoea diagnosis.

2.2.3.2 Initial contact & enrollment in EISO Services: County shall initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. County will enroll clients and/or document reasons for non-enrollment.

2.2.3.3 Assessment and referral: County shall assess client needs related to sexual health, STI testing, HIV prevention, service needs, and basic life challenges that may interfere with participation in services (e.g., housing, food, alcohol & drug use). County will refer and connect client to services that will facilitate linkage to HIV case management, CAREAssist, medical care, and other services such as syringe exchange, transportation, STI testing, etc.

2.2.3.4 Health literacy/education: County shall provide needed education to clients in relevant areas, such as navigating HIV services, including eligibility and application and identifying appropriate providers; HIV/STI prevention; harm reduction; basic HIV medical information; and importance of medical care, adherence to antiretroviral therapy, and viral suppression.

2.2.3.5 Linkage to care: County will ensure linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral. Depending on client needs and local systems, County may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care (e.g., driving the HIV+ individual to first appointment).

2.3 Support of General End HIV Oregon Activities

County and any sub-contractor of County under this Agreement must promote and actively participate in the Oregon Health Authority End HIV Oregon initiative. Required activities include:

- (1) Displaying the End HIV Oregon logo and website link on sub-recipient and sub-contractor websites;
- (2) Providing sub-recipient and sub-contractor logo for inclusion on the End HIV Oregon website; and
- (3) Ensuring that any promotional materials developed related to services funded by this Agreement includes information about the End HIV Oregon initiative, including the logo and website address.

3. Deliverables and Description of Outcomes

3.1 Initial Enrollment Data: The following HRSA-required data elements must be collected for all clients receiving services: HIV status and Residency. For purposes of this requirement, client self-reported residency documentation is permissible.

3.2 Early Intervention & Outreach Services/Orpheus-Based Service Measures. County shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. A definition/data dictionary to assist in correct and consistent reporting will be provided by OHA. County shall run reports on the schedule delineated in 3.8 Delivery Schedule section below:

3.2.1 HIV Clients/HIV Positive Status

- HIV case interviewed
- EISO enrolled
- Contacts named and tested for HIV
- EISO services provided:
 - Referred to care
 - Other STI Testing

3.2.2 Syphilis or Gonorrhea Clients, HIV Status Unknown

- Syphilis or gonorrhea case interviewed
- Contacts named and tested for HIV
- Case enrolled in EISO
- EISO services provided:
 - Referred to care
 - HIV Testing
 - Other STI Testing

3.2.3 Early Intervention & Outreach Services/Orpheus-Based Outcome Measures. OHA HIV Surveillance will run ongoing reports from the Oregon Public Health Epidemiology User System (ORPHEUS) indicating number of HIV+ EISO Services clients who have received CD4 and viral load testing to measure EISO Services client linkage to care. Reports will be made available to County quarterly for quality improvement purposes and to assist with case closure

3.3 Early Intervention & Outreach Services/HIV Testing Measures

3.3.1 County shall record all HIV tests conducted as part of EISO Services on an OHA-provided HIV Test Form. All data elements from the OHA HIV Test Form shall be entered into an OHA-approved HIV Testing Database or provided to OHA via another OHA-approved method on a quarterly basis.

3.4 Early Intervention & Outreach Services Graduation Measures

3.4.1 A client shall be considered graduated from EISO services using the following criteria:

- HIV+ Clients – Newly Diagnosed or Out of Care: Documentation of EISO services offered and provided.
- Other HIV+ Clients with a new Syphilis or Gonorrhea Diagnosis: Documentation of EISO services offered and provided; documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis.

- HIV Status Unknown Syphilis or Rectal Gonorrhea Clients: Documentation of EISO services offered and provided; documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.
- Contacts to the above clients: Documentation of EISO services offered and provided; documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30-days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact investigation.

3.4.2 A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.

3.5 County Meetings and Learning Community: County shall participate in all required meetings set by OHA, by having at least one key County staff member attend each meeting. These meetings shall include documentation of attendance and participation at the following meetings:

- Monthly EISO check-in calls or meetings with the OHA-designated contact.
- Quarterly case review conferencing meetings held via remote technology. Presentation of an EISO Services case on a regular basis, schedule to be determined by EISO Services learning community, counties and OHA.
- Annual contractor meetings, schedule and location(s) **to be determined.**
- Attendance by one or more sub-recipient/sub-contractor representative(s) in the HIV/VH/STI Integrated Planning Group. Meetings are held three times annually. While official membership in IPG is not required, however attendance by a representative of the contractor is expected at each meeting.
- Attendance at one additional conference by at least 2 staff from lead agencies and at least 1 staff from sub-contracted LPHA's, tribal governments, and community-based organizations. Possible conferences include Meaningful Care Conference in 2022.

3.6 Quality Improvement, Contract Monitoring, and Evaluation: County will submit all required reports on templates provided by OHA on the schedule delineated below in Section 3.7 Deliverables and Reporting Schedule.

3.7 Other Locally-Defined Activities: County will update annually the following items based on the County Project Implementation Plan: a

work plan and strategy map, memoranda of understanding or similar documents outlining their relationship with HIV case management provider(s) in their area and description of referral and information sharing processes, as well as a completed outbreak response preparedness checklist (template to be provided by OHA). EISO Updates will be due on 3/31 annually, per the Delivery Schedule provided in Section **3.8** below.

3.8 Deliverables and Reporting Schedule.

County shall submit the following deliverables to the OHA Agreement Administrator on a quarterly basis, according to the following schedules. All deliverables are subject to OHA review and approval.

Schedule for the period January 1, 2022 through December 31, 2022

Quarter:	Delivery Due by:	Required Deliverable or Report:
--	3/31 of each year	Updated work plan, and strategy map, Memoranda of understanding or similar document outlining HIV contractor’s relationship with case management provider(s) in their area and description of referral and information sharing processes. Outbreak response preparedness checklist (template to be provided by OHA) If applicable, a copy of any new or revised agreements with subcontractors.
1	4/30 of each year	EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
2	7/31 of each year	EISO Mid-Year Progress Report, EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
3	10/31 of each year	EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
4	1/31 of each year	EISO Grant Close Out Report, EISO Services Data Report QA, testing data OHA-approved database or equivalent

4. Billing for Services; OHA Pre-approval Requirement

If County intends to seek reimbursement for services funded under this Agreement from another payer, County must receive pre-approval from OHA. County shall:

- Return income generated by services funded by this Agreement to the County EISO program
- Utilize income generated by services funded by this Agreement in accordance with the services described in Section 2 Required County Services; and
- Document and report the income generated by services funded by this Agreement to OHA on a semi-annual basis.

5. Disallowed Activities and Services:

Funds and program income generated by services performed under the Agreement shall not be used for the activities and services listed below:

- Direct payment of cash to service recipients. This includes general-use gift cards and other cash incentives;
- Broad-scope awareness activities about HIV services meant to target the general public;
- Purchase of vehicles without prior authorization from the contract monitor or delegate, identified herein;
- Maintenance of privately-owned vehicle: No use of Ryan White funds for direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees (Note: This restriction does not apply to vehicles operated by organizations for program purposes);
- Employment and employment-readiness services;
- Lobbying activities, to include attempts to influence members of Congress and other Federal personnel;
- Programs or materials designed to promote or directly encourage intravenous drug use or sexual activity;
- Clothing;
- Funeral, burial, cremation or related expenses;
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
- Household appliances;

- Pet foods or other non-essential products;
- Off-premise social/recreational activities or payments for a client's gym membership;
- Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
- Pre-exposure prophylaxis medications;
- Sterile needles or syringes for the hypodermic injection of any illegal drug; and
- STD testing and treatment.

County shall ensure the appropriate use of funds provided under this Agreement and compliance with the above requirements as follows:

- County's internal policies and procedures, memorandums of understanding, subcontracts and agreements shall document that the activities listed in Section 5. above are disallowed and prohibited under this Agreement; and
- County shall allow OHA to review County's subcontracts, work plans, budgets, and policy, financial and procedural documents.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment Provisions.

- a.** County may only invoice for expenditures that occurred during the budget period from which funds are being requested. Funds do not carry forward from prior budget periods to the current budget period.
- b.** County shall send monthly invoices to OHA’s Agreement Administrator at the address specified on Page 1, or to any other address as OHA may indicate in writing to County. County’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Monthly invoices are to include expenditures for each of the main budget categories – Staffing (by name, including salary and fringe benefits for each staff member charging time to this Agreement), Travel, Supplies, Other, Subcontracts, Equipment & Indirect Costs.

Invoices are due 45 days after the calendar month end. Subsequent invoices for the same service period(s) may be submitted to capture late transactions.

The OHA Agreement Administrator must be notified 15 days in advance if County is unable to meet invoice due dates and provide detailed explanation and how this will be remedied.

- c.** Final invoices for each budget period are due on the following schedule:

Year 4 Service Dates 01/01/21 – 12/31/21	02/28/22
Year 5 Service Dates - End of Contract 01/01/22 – 12/31/22	03/17/23

Note: This Agreement/Contract expires on December 31, 2022 and is one-time only funding. County shall ensure plans are in place to address loss of funding after expiration of this Agreement.

- d.** OHA will reimburse County for expenses incurred in performing the Services as described in Exhibit A, Part 1, Statement of Work consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the total budget amount for the subject period are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but County shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the total budget amount for the subject period between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

Budget amendments may not be requested after July 31 of each year.

2. Annual Budget.

Approved Budgets for expenditures for January 1, 2022 through December 31, 2022 set forth below:

Description of Services	Annual Budget	
Personnel		
	# months	Amount
EISO Coordinator - 1.0 FTE	12	\$ 79,732
Public Health Nurse II - 1.60 FTE across 2 positions	12	\$ 112,266
Data Analyst - 1.0 FTE	12	\$ 75,935
Nurse Practitioner - 0.20 FTE	12	\$ 19,042
Health Services Supervisor - 0.20 FTE	12	\$ 21,941
Subtotal - Personnel		\$ 308,916
Fringe Benefits @ 56.38%		\$ 174,167
Total Staffing		\$ 483,083
Travel^{Note 1}		
Travel Allowance for TBD conferences & trainings Preapproval to use travel allowance is required		\$ 3,700
Total Travel		\$ 3,700
Supplies		
Medical Supplies	12	\$ 1,000
Office Supplies	12	\$ 600
Outreach Supplies	12	\$ 2,000
Signage & Marketing Materials	12	\$ 700
Training Materials & Supplies	12	\$ 500
Workstation supplies for vacant positions including computer peripherals		\$ 1,200
Total Supplies		\$ 6,000
Consultants		
Out Central Oregon		\$ 5,000

Total Consultants		\$	5,000
Other			
Cell Phones (3)	12	\$	960
Client Transportation Assistance	12	\$	200
Total Other		\$	1,160
Subcontracts			
HIV Alliance		\$	6,097
Total Subcontracts		\$	6,097
Administrative Costs			
Subtotal Direct Costs		\$	505,040
Administrative Costs @ 10%		\$	50,504
Less 2022 Budget Reduction ^{Note2}		\$	(123,760)
Total		\$	431,784

Note 1: All travel and lodging must be at or below GSA rates <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Note 2: Authorized budget for 2022 is \$431,784. Reduction may be taken from any budget category as needed

3. Travel and Other Expenses.

OHA will only reimburse County for travel or additional expenses under this Agreement as included in the OHA-approved budget.