



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday June 20, 2018 – 10:00 AM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

AGENDA

Items may be taken out of sequence to accommodate staff availability and the public.

For public comment, a completed speaker's slip must be submitted prior to start of the meeting.

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
2. **ADOPTION/AMENDMENT OF THE AGENDA** (12 minutes)
3. **PUBLIC COMMENTS** (3 minutes per person; 30 minute limit for all public comment)
4. **CONSENT CALENDAR** (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (5 minutes)
 - A. Minutes – Clark Schroder, County Administrator (5 minutes) (Packet Page 4)
 - i. May 2, 2018 General Meeting (Packet Page 5)
 - ii. May 16, 2018 4-H Budget Meeting (Packet Page 12)
 - iii. June 13, 2018 Special Meeting (Packet Page 13)
 - B. Intergovernmental Service Agreement Contract #3704-18 for ORMAP services – Jim Kolen, Assessor (5 minutes) (Packet Page 17)
 - C. Clear Ballot Software License & Services Upgrade Agreement - Renee Kolen, Clerk (5 minutes) (Packet Page 20)
 - D. Carleton Law Contract Extension REVISION – John Huttl, County Counsel (5 minutes) (Packet Page 38)
 - E. OHA 2017-2019 IGA –Financing of Public Health Services Amendment 148007 – Ben Cannon, Public Health Administrator (5 minutes) (Packet Page 41)
 - F. Creating Two Residential Parcels on Assessor's Map 41-13-9AC Tax Lot 2200 on a .52 acre Parcel in the Residential (R-2) Zone. – Carolyn Johnson, Community Development Director (5 minutes) (Packet Page 48)
 - G. Intergovernmental Agreements (IGA) for Curry County Dispatch Services for FY 2018-2019 – Sheriff Ward (10 minutes) (Packet Page 50)
 - i. City of Gold Beach (Packet Page 52)
 - ii. Cal-Ore Ground Ambulance Services (Packet Page 60)
 - iii. Port Orford Ambulance (Packet Page 67)
 - H. Supplemental Budget-Fund 1.11 Commissioners - Louise Kallstrom, County Accountant (10 minutes) (Packet Page 74)

5. **PRESENTATIONS** – Richard Christensen, Roadmaster Giving Roadmaster Signature Authority
 - A. Pneumatic Tire Roller Rental Agreement (15 Minutes) (Packet Page 78)
 - B. Pneumatic Tire Roller Purchase Agreement (15 minutes) (Packet Page 85)
 - C. Harbor Paving 2018 Bid Award (5 minutes) (Packet Page 95)
 - D. Chip Rock Quote (5 minutes) (Packet Page 108)
6. **ADMINISTRATIVE ACTIONS/APPOINTMENTS** (5 minutes)
 - A. County Building Services with City of Brookings – Carolyn Johnson, Community Development Director (10 minutes) (Packet Page 113)
7. **PUBLIC HEARINGS**
 - A. 10:00AM Curry County 4-H Extension Service District Public Hearing
 - i. Resolution to Adopt 4-H Budget – Louise Kallstrom, County Accountant (10 minutes) (Packet Page 120)
 - B. 10:10AM Curry County Public Transit Service District (CCPTSD) Public Hearing - Louise Kallstrom, County Accountant (10 minutes) (Packet Page 124)
 - i. Resolution to Adopt CCPTSD Budget
 - C. 10:20AM Curry County Budget 2018-2019 Fiscal Year (FY) Public Hearing - Louise Kallstrom, County Accountant (10 minutes) (Packet Page 126)
 - i. Resolution to Adopt Curry County Budget and Set Appropriations 18-19 FY
 - ii. Resolution to Categorize and Impose Property Tax 18-19 FY
 - D. 11:30AM Lucas Lane Nuisance Allegations – John Huttli, County Counsel (20 minutes) (Packet Page 132)
 - E. 1:30PM Curry County Fee Changes
 - i. Curry Transfer and Recycle (CTR) Annual Rate Increase - John Huttli, County Counsel (10 minutes) (Packet Page 145)
 - F. Department Fee Changes 2018-2019 - John Huttli, County Counsel (10 minutes) (Packet Page 150)
8. **OLD BUSINESS/PENDING ACTIONS**
 - A. OHA 2017-2019 IGA –Financing of Public Health Services Amendment 154108 – Ben Cannon, Public Health Administrator (5 minutes) (Packet Page 166)
9. **DISCUSSION/BOARD DIRECTION/DECISION**
10. **ANNOUNCEMENTS/MEETING SCHEDULE** (5 minutes)
 - A. Coos-Curry Housing Authority 2 Vacancies Terms Expiring (Packet Page 301)
 - B. June 27, 2018 Possible End of 2017-2018 Fiscal Year Meeting
 - C. July 4, 2018 County Offices Closed
 - D. July 18, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
 - E. July 25, 2018 Workshop 10:00AM - Commissioners’ Hearing Room
 - F. July 25 – 28, 2018 Curry County Fair
 - G. August 1, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
11. **COUNTY ADMINISTRATOR UPDATES** - Clark Schroeder, County Administrator (15 minutes)
 - A. May 2018 Community Development Department Activity Report (Packet Page 303)

12. COMMISSIONER UPDATES (15 minutes)

- A. Commissioner Gold
- B. Commissioner Huxley
- C. Commissioner Boice

13. EXECUTIVE SESSION

- A. 192.610 2(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations

14. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Meeting Minutes

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06-20-18 **DEPARTMENT:** Admin **TIME NEEDED:** 5 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** CONSENT

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: C. Schroeder **PHONE/EXT:** x3287 **TODAY'S DATE:** 06-14-18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Minutes for approval

FILES ATTACHED:

- (1) General Meeting of May 2, 2018
- (2) 4-H Budget Meeting of May 16, 2018
- (3) Special Meeting of June 13, 2018

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: CONSENT



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday May 2, 2018 – 10:00 AM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

MEETING MINUTES

(Times referenced are approximate)

PRESENT: Thomas Huxley, Vice Chair; Sue Gold, Chair; Court Boice, Commissioner, John Hutt, County Counsel; Brenda Starbird, Legal Assistant

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Gold called the meeting to order at 10:00A.M. Following the pledge of allegiance, Gold introduced those present (above).

2. ADOPTION/AMENDMENT OF THE AGENDA (10:01A.M.)

Boice said he learned late yesterday that State Representative David Brock Smith would like to give the Board a 2017-2018 legislation update asking to add it as an agenda item 5c., as Rep. David Brock Smith was present in the audience. Gold said she was OK with that as long as the presentation was a short one.

Huxley said he wanted to pull agenda item 4a (CCD/County amendment 2) out of consent calendar due to the Head Start item he would be voting against, noting he didn't want it tied to other agenda items. This was taken out of Consent Calendar agenda item 4a and placed immediately following the consent calendar.

Hutt expressed he wanted to add three items to Executive Session, indicating that topics had come up since publication of the agenda. He said, one: Real property transaction re airport transaction with city of Brookings; two: discuss labor negotiations, union matter to discuss; and three: information exempt from disclosure – legal/attorney re rights, duties, enforcement of travel policy and update on that under ORS's 192.660(2) (d),(e), and (f). Huxley motioned to approve agenda as amended. Boice seconded the motion. Motion passed 3-0.

3. PUBLIC COMMENTS (10:05A.M.)

Leonard Krug – discussion re Salmon Trout Enhancement Program with Oregon Department of Fish and Wildlife (ODFW). He said there was a petition drafted by a small special interest group to release wild steelhead. He said the petition pits fisherman against each other (handout). Mr. Krug said they had their own letter and wanted the Board to support it. Gold asked for a copy. Boice suggested they craft a letter that the Board could sign.

David Barnes – suggested Board listen to what people have to say.

David Brock Smith – said he would wait until his presentation.

4. CONSENT CALENDAR (10:10A.M.)

- A. ~~Contract Amendment No. 2 Between CCD (Coos Curry Douglas) and Curry County for Grant Administration for the purchase and renovation of the Brookings Head Start Facilities~~ **(moved to below-page 2 second paragraph)**
- B. *D-SART (OVW Fiscal Year 2017 Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Program known to the County as the D-SART Grant) Grant-Oasis Shelter Home Lease Agreement*

Louise Kallstrom, County Accountant said the original lease agreement had small changes to it. She explained the changes. Huxley noted that the legal description didn't get attached. Gold requested a motion to approve consent calendar as amended, noting Kallstrom would include the legal description to the lease. Huxley so moved. Boice seconded. Motion passed 3-0.

(4A moved out of consent) *Amendment No. 2 between CCD (Coos Curry Douglas) and Curry County for Grant Administration for the purchase and renovation of the Brookings Head Start Facilities.* Huttel gave a brief description of the change to the CCD agreement. Original was to coincide with the grant, but that was extended. Boice motioned to approve. Gold seconded. Passed 2-1, Huxley opposed.

5. PRESENTATIONS (10:15A.M.)

- A. *Letter of Support for a National Park Service Rivers, Trails and Conservation Assistance Program Grant – Carolyn Johnson, Community Development Director*

Carolyn Johnson said this was re the Floras Lake Lands and was a follow-up from a year ago, noting it was slow going, but proceeding. She said the letter as noted above was another opportunity for putting together a master plan for the community if the Board approved. She said there would be no cost to the County other than staff time, noting the Application was due by June 30th and notification of selection would be November 1, 2018. Johnson felt the County was qualified for the grant. She said she would be approaching other entities if Board agreed to the letter. Huttel questioned the grant program with the national park service, noting it was just a letter but not the grant application before them for consideration. He asked Director Johnson who would be the applicant on the grant. Johnson said it would be the County. Huttel questioned if non-profits were able to apply. He then questioned why the County would sign their own letter of support, noting that was odd. Johnson said that was what was asked of her. He also noted it was odd the County would back a grant that hadn't even been submitted. Huttel asked if the Board would review the grant prior to submission. Johnson said they could if they wanted to. Boice said he was not ready to vote on this today, stating he felt it was rushed. Boice said with a new Administrator coming on board and since they had until June 30, 2018 he would recommend the Administrator get involved and work with Director Johnson and bring back to Board. Gold said it would be best to look at the grant application before giving a letter of support. There was consensus to postpone until there was more information. Huxley said he was ok with that. Carolyn said she wanted to print out the application, and put on the May 9th workshop. Boice again suggested this could wait. Huxley said it couldn't hurt to get the additional information for the workshop, although no decision would be made at the workshop. Carolyn said before approaching people living in the community, she wanted to know she had Board support prior to making the application, which was her reasoning for bringing it to the Board early. She said there was a deadline. Huttel said he was more comfortable looking at the grant application. Gold

concurred that made sense. Boice again emphasized waiting for the new Administrator. Huxley asked for a half page document or so, outlining the critical timeline to dictate the path. Huttl questioned the amount of staff time involved. Johnson said writing the grant would take a lot of time and she didn't know if she would have it done in time for the May 9th workshop. She would look at her calendar. Huxley said he was not proposing the entire grant be filled out. Huttl said if the County would be the grant applicant, there would be the commitment to do a number of things, and he saw that as a large commitment of staff time. Huttl also recommended waiting for the new Administrator. Carolyn questioned the Board, in general, stating if they desired to hold off on decisions that would engage staff time down the road, she would like direction for that now, if that was where the Board was heading. It was agreed to wait for new Administrator. Huxley said it was a short period of time, less than 30 days.

Boice encouraged Johnson to not leave discouraged and keep working with the Board.

B. Authorization of a Press Release Announcing Curry County's Nomination of Census Tract 9501 to the U.S. Department of Treasury as an Opportunity Zone– Carolyn Johnson, Community Development Director (10:35A.M.)

Johnson said she had a draft press release for the Board to review. She discussed the County's nomination of census tract 9501. She said she would like to put the press release on the County Web page (front page and Community Development site) and two designated newspapers. Huxley requested the press release have a contact name and number. Johnson said she couldn't get that specific information. There was consensus to approve the press release and also add Business Oregon (BO) to the notice, as they would be doing the marketing plan. Johnson said SCDC also had been involved in the creation of the press release and it would be in the SCDC toolbox, noting the County has an agreement with SCDC. Gold said this could be very important for the county.

Representative David Brock Smith (DBS) (10:43)

Brock Smith commented on the announcement of the County's nomination of Census Tract 9501. He said this still had to be finalized at the federal level, but he had no concerns.

C. Legislative updates by DBS. (agenda item added) (10:50A.M.)

Representative DBS updated the Board on a number of Committees he had been involved with, presented on the Sudden Oak Death (SOD) projection, and HB 2377, drafted and passed (workforce housing). He also noted there were 15 other pieces of legislation, but he wouldn't go into them all, and encouraged the Board to follow him on these bills. He also spoke regarding greenhouse emissions tax. Boice commended DBS, praising him for record setting in bills. Huttl apologized, but stated they had to wrap this agenda item up.

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS

None

7. PUBLIC HEARING

None

8. OLD BUSINESS/PENDING ACTIONS (11:04A.M.)

A. Curry County Parks Advisory Committee – Commissioner Boice

Boice stated he had tried a couple times to develop this and had failed, but was bringing it back again. Jay Trost, Parks Director said there was interest by the Board, particularly Boice and Gold, who had expressed wanting to wait and possibly bring it back after budget sessions, to consider moving it forward. Trost said not much had changed in the committee outline. Gold questioned selection process, qualifications, etc. Trost said the Board would need to set the parameters and select the nominees like any other committee. Trost would want equal representation in the county, and perhaps include Agness Community as well, perhaps two from each area, and then one from Agness. Huttel said there was an order in the packet concerning forming a committee for Board's consideration. Trost said when applying for grants for enhancements, etc.... there is generally an area on the application requesting letters of support from Park's Committees. He felt this would increase opportunities when having those types of letters of support, and going through the public process. Huxley noted there was reference to the new County administrator and would take that to mean this item would come back at a later meeting, and wasn't for Board approval today. Huxley also stressed the importance of procedure for the committee, i.e. noticing, publishing meeting minutes, etc.

Boice said the Parks Department pays their own way and that Flores Lake Park was increasing revenues 15-20% each year. Trost confirmed that, but also stated the rates would not continue increasing 15-20% annually. Boice commended Trost and his staff noting they had done an incredible job. Boice motioned to approve the order today. Gold said she was not opposed but wanted more specifics and to put forward in an organized fashion. Huttel stated the order does say approves forming the committee. It was decided Huttel would work with Parks Director Trost and bring back to the next meeting. There was consensus by all to bring back at the next general meeting, on May 30, 2018.

B. Approval of Minutes (11:23A.M.)

- i. March 21, 2018 General Meeting (packet page 44) Huxley motioned to approve the minutes as written. Gold seconded. Motion passed 2-1, Boice opposed.
- ii. April 28, 2017 Workshop (packet page 53) Huxley motioned to approve the minutes as written. Gold seconded the motion. Motion passed 2-1, Boice opposed.
- iii. April 26, 2017 Special Meeting (packet page 57) Huxley motioned to approve the minutes, as written. Gold seconded. Motion passed 2-1, Boice opposed.
- iv. July 5, 2017 General Meeting (packet page 61) Huxley motioned to approve the minutes as written. Gold seconded. Motion passed 2-1. Boice opposed. (11:25)

C. Letter to United States Senators requesting Congressional investigation into Chetco Bar Fire (11:25A.M.)

Jan Barbas (Public Comment) – stated he learned Rep. Defazio already had an existing investigation into the above matter, and recommended the Board writing a letter, to piggy back on the existing investigation, and shared several questions with the Board that he felt should be addressed in the letter, noting the community wanted to learn more about particulars that apparently had or had not taken place during the fire.

There was debate amongst Board members re the facts outlined in the proposed letter.

Huxley stated the letter consisted primarily of opinions, hearsay and rumors. Following a lengthy conversation and a public comment from Cecilia Worlton, who lost her home in the Chetco Bar Fire, Boice motioned to approve the letter with two changes agreed upon during the discussion: language re the 78 mil and growing (adding “at least”) and changing 7% (to 2.5%). Gold seconded. Motion passed 2-1, Huxley opposed. (11:44)

9. DISCUSSION/BOARD DIRECTION/DECISION

None

10. ANNOUNCEMENTS/MEETING SCHEDULE

Gold read the following announcements:

- A. Farm Service Agency (FSA) Offering Chetco Bar Fire Assistance In Coos And Curry Counties (Packet Page 69)
- B. May 7, 2018 - -
 - i. Budget Committee Meeting 10:00AM – Commissioners’ Hearing Room
Delivery, message, officers, public comments accepted per L. Kallstrom. Huxley open to questions from the budget members. Kallstrom if questions are regarding the budget message, but doesn’t want to answer specific line item questions due to budget just being handed out.
 - ii. Compensation Board Meeting 1:00PM – Commissioners’ Hearing Room
- C. May 9, 2018 Workshop 10:00AM – Commissioners’ Hearing Room – Road Funds Loan Ordinance, *Oregon Department of Forestry (good neighbor timber harvest) being added per HuttI* Huxley said this would be agenda item one, HuttI, understands 45 minute presentation.
- D. May 14 – 17, 2018 Budget Committee Meetings 10:00AM – Commissioners’ Hearing Room
- E. May 21, 2018 (IF NEEDED) Budget Committee Meeting 10:00AM – Commissioners’ Hearing Room
- F. May 30, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- G. June 6, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- H. June 20, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room

11. COUNTY ADMINISTRATOR ORAL REPORT (Interim John HuttI, County Counsel) (11:49A.M.)

HuttI said there were a few items he wanted to bring to the Board’s attention after going over some of John Hitt’s information, following his departure as Interim Administrator. He said Hitt had signed on the Board’s behalf on a couple items: a letter of support from Susan Brown for grant development for a master plan for the Curry Event Center and a support letter for a grant application by the City of Brookings re Oregon State Conservation. HuttI said he was more familiar with the role of the Administrator asking the Board whether they supported certain items, and suggested the Board might wish to work through some of the roles of the Administrator.

HuttI briefed the Board on a few upcoming events around the county for May - Business Innovation Conference, free Mother’s Day Brunch, National Drug Take Back event, and Whale of a Wine Festival.

The meeting recessed at 11:58A.M. The Board would return at 1:00P.M. and go right into Executive Session per Counsel HuttI.

Gold reconvened the meeting at 1:00P.M. and gave direction to go into executive session citing ORS 192.660(2)(d)(e)(f).

(1:00P.M.) EXECUTIVE SESSION ADDED: (2:20P.M. end)

Gold announced the Board was back in open session. HuttI said he was looking for a motion for Counsel to work with a Realtor re Pine Street Property. Huxley motioned to do just as counsel stated. Gold seconded. Passed 2-1. Boice opposed.

Huttl said he was looking for a motion to give himself signature authority to sign WHP map of the airport parcels. Boice motioned to approve. Huxley seconded. Motion passed 3-0.

12. COMMISSIONER UPDATES - Deferred until after ES (2:20P.M.)

- A. Commissioner Gold - Good news about the letter signed for Sutter Hospital. Gold said they (Sutter Hospital) had gotten rid of contract with M-care that was overcharging in the Emergency Room. She was told the letter the Board of Commissioners sent was very influential in that happening.
- B. Commissioner Huxley – pass through comment re phone message he received from Carolyn Johnson re TJ’s café/restaurant and the completion of a significant expansion. Very positive comments from her.

Handout from Huxley: (enter into record and handout to each Commissioner) Notes from April 19th of an incident encountered at 9:37A.M. between himself and Boice. Huxley read his handout. He said there was an “unprovoked verbal attack by Boice” in the office. Huxley said Boice’s tone was very concerning and reference was made by Boice to Hitt’s resignation. Huxley said following the altercation, he asked Starbird who was in her office, if she had heard it. She said she had not. Huxley also expressed great concern re ORS 192.660 re various allowances by law to go into Executive Session and to have those discussions remain confidential. Huxley expressed grave concern about information being disclosed from those meetings.

- C. Commissioner Boice –Wants the public to know, the locked door policy is one he is in opposition to, and wants to know how this came about. Huttl said he believed the County Administrator implemented that. As part of the security measures this had been done, along with all the doors downstairs remaining locked due to staff not in on Fridays. Boice asked if this policy was to remain. Boice said over three months ago, he asked to improve security issues here and was told no, noting he had asked for security cameras as well. He shared his current concern now with conducting business with doors closed. He wished to set new policies jointly. Boice said re the verbal attack, Huxley had been a bully since he’s been in office. Boice wanted the public to know there were significant rumors going around the County that Boice was not supportive of John Hitt and contrary to rumors, Boice said he recruited Hitt and personally asked Hitt to apply for the fulltime Administrative position. Boice further stated Hitt was treated indecently and couldn’t stand to remain even 10 days. He acknowledged Huxley’s complaint, saying he couldn’t have been too loud in his tone, or staff Starbird would have heard the comments. Boice did give Huxley credit for the accurate summary of events. Boice said he wished he could work with Huxley, but due to personal attacks and things said during Exec. Session, he could not, and he would stand up to bullies and that people depended on him to do that. Huttl said there was a question at the end of Huxley’s communication questioning what were the legal authorities regarding such disclosure of ES as Huxley postulates and draws conclusions in his handout that there were alleged violations. Huttl reminded the Board under ORS 192.685 enforcement of alleged violations of ORS 192.660 (Public Meeting Law). Under ORS 244.260 pertains to reports to Oregon Gov. Ethics Commission and review/civil penalties are under ORS 244.350. Huttl said if additional information was needed, he invited all to come by and see him. He further reminded the Board of confidentiality. Boice said he respected and appreciated that but further stated he would welcome another investigation. He stated whatever was on Curry News and Views, he could validate or argue with, if that were the case. He said it was public

knowledge about him having to pay back \$2,500.00 due to expenses incurred by the Chetco Bar fire, and the public needed to know.

Boice had another commissioner comments update re information from Megan Harper of BLM re Board Feet of timber salvage issue. Info would be posted on Court's web site for purview, noting this was how he was going to keep spending his time.

13. ADJOURN

Meeting was adjourned at 2:44P.M. by Chair Gold.

Meeting Minutes were approved on _____, 2018.

Curry County Board of Commissioners

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS

4H BUDGET MEETING

Wednesday, May 16, 2018 – 10:00 AM
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

Present: Sue Gold, Thomas Huxley, Court Boice, Commissioner

Others: John Hutt, Louise Kallstrom, and Brenda Starbird

Others: (4H Personnel present) Sheryl McDonald, Frank Burris, Wiley Thompson, Peggy Goergen, and Lyn Boniface - only 4H Budget Committee Member present

(Handout of agenda from Mr. Burris)

Gold called the meeting to order at 10:00A.M. Following Pledge of Allegiance Lyn Boniface motioned to appoint Burris as Committee Chair. Huxley seconded the motion. Motion passed 6-0.

There was some discussion relating to Board member terms of the 4H Board, noting member term(s) expired and there was need for reappointment. It was determined any appointments that needed to be done to their Board would be done at a general meeting by the Board of Commissioners.

Burris read aloud the budget message (in packet) at 10:13A.M.

Kallstrom brought up the fact that the Board had nominated a non-budget committee member as the Chair for the meeting. Hutt reiterated the Chair needed to be a Budget Committee Member. Lyn Boniface, present, was the only committee member in the audience. Boice motioned to nominate Lyn Boniface as Budget Committee Chair. Gold seconded. Motion passed 3-1, Boniface abstained.

Kallstrom said, as she reviewed resources and requirements in the 4-H proposed budget, that there needed to be a balanced budget presented, and she said she wasn't seeing a balanced budget.

Burris said there was a problem with the formula, and that it was incorrect, on the LB30, and he had just discovered it, 10 minutes prior to the meeting. He said a figure had been calculated twice (total personnel services) – noting \$808,798 should be the bottom line.

Gold motioned to approve the budget as amended for \$808,798 with a tax rate limit of \$0.1021 per thousand. Boice seconded the motion. Motion passed 4-0. Boniface adjourned the meeting at 10:26A. M. Upon adjournment, it was noted that there was not an option for public comment during the hearing. Boniface reopened the meeting to consider public comment on the budget. There was no comment. Boniface again announced the adjournment for the meeting at 10:26A.M.

Dated this ____ day of _____, 2018.

4 H Budget Committee Members

Lyn Boniface

Thomas Huxley

Sue Gold

Court Boice

4-H Budget 5-16-18



CURRY COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

Wednesday, June 13, 2018 – 1:00 PM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

Please Note – Special Meeting begins at 1:00PM

MINUTES

Present: **Chair Gold, Vice Chair Huxley, Commissioner Boice, County Administrator Schroeder, County Counsel Huttl, Minute Clerk Jezuit**

1. Call To Order & Pledge Of Allegiance Gold 1:00PM

Gold Amendments to agenda – Add Public Comments and move Agenda Items 5 and 6 after Public Comments.

Motion by **Huxley** and 2nd by **Boice** to approve agenda as amended. **Carried Unanimously**

2. Public Comments

Gold asked for Public Comments. There were none.

The following 2 items moved from Agenda Item 5 and 6 to Agenda items 3 and 4, respectively.

3. Order Authorizing Signature Authority to Execute and Transfer Brookings Airport Hangar Leases - John Huttl, County Counsel (5 minutes) {1:02P to 1:03P}

Huttl stated there are 30 some odd leases, and he asked the Board of Commissioners (BOC) to authorize him to execute lease transfers.

1:03P Motion by **Huxley** and 2nd by **Boice** to give **Huttl** signature authority. **Carried Unanimously**

4. Vehicle Use Agreement Curry County and 4-H Extension Service District – John Huttl, County Counsel (5 minutes) {1:04P to 1:05P}

1:04 **Huttl** stated, after conferring with the County's insurance agency, the change to the agreement is that when the 4-H District is operating the vehicle for District business, the County's insurance is primary and that the 4-H District insurance is secondary. Conversely, if the

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vehicle is not operated on behalf of the 4-H District, the 4-H District insurance is primary and the County insurance would be secondary.

1:04P Motion by **Huxley** and 2nd by **Boice** to approve vehicle use. **Carried Unanimously**

5. Certification of Port of Brookings-Harbor May 29, 2018, Recall Election Results – Clark Schroeder, County Administrator {1:05P to 1:10P}

Gold stated recall election has been certified

Schroeder read the Cumulative Report from the Clerk's office stating Jan Barbas, Position 4 received 2,175 votes to recall and 1,018 not to recall. Angi Christian, Position 5 received 2,160 votes to recall and 1,036 not to recall.

Gold summarized the process that Board of Commissioners (BOC) will use in appointing two (2) candidates to the Port of Brookings Harbor Board.

- Each candidate will be allotted 3 minutes to address the Curry County BOC.
- The Curry County BOC will - -
 - o not ask questions of the candidates.
 - o appoint two (2) candidates, thereby giving the Port of Brookings Harbor BOC a quorum.
- The Board of Port Brookings Harbor BOC will then appoint two (2) additional candidates to fill the remaining vacancies.

Huxley added that the Curry County BOC will be using a ranked ballot where each Commissioner will have a vote with the highest ranking Port of Brookings Harbor BOC candidate getting a 9 and the lowest a 1. Then the result will be tallied **Schroeder**.

6. Contingent upon Certification of Election Results, Port of Brookings-Harbor Commissioner Candidate Presentations. (3 minutes each candidate)

Gold asked the candidates (in alphabetical order) to address the Board. {1:10P to 1:26P}

Leroy Blodgett stated

- He has lived in Brookings about 18 years.
- He has worked as in city management for 25 years.
- He has been in the area since 1987 and wants to offer his experience.

Larry Broucker stated

- He is moved here in January
- He has fished this area for 40 years.
- Worked with commissions and Commissioners when building a Bed & Breakfast
- The Port is a beautiful harbor area.
- Whoever is appointed, needs to look to the future.

Russ Burkman stated

- He owns Pacific Ocean Harvesters as well as two (2) commercial vessels.
- That integrity and honesty had been instilled in him by his Dad.
- He is not a politician.
- He will be a voice to the people and not to private agendas.
- He wants a brighter future.

Wes Ferracoli stated

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

- He wants to bring the Port back to what it used to be.
- He is not a politician.
- He does not have a hidden agenda, nor does he belong to any special interest groups in regards to the Port.
- He has experience in maintenance in a marine environment.
- He wants the Port to be successful as the growth opportunity is unimaginable.
- That the Port needs a strong group of individuals to oversee and not micromanage.

Sharon Hartung stated

- She has lived here since 1978.
- In September, 2016 she was appointed to fill a vacant position until March, 2017 on the Port of Brookings Harbor BOC and that she has attended port commissioner meetings to keep current.
- Her past experience should be an asset.
- Commissioners need a personal contact with all the parties who use the Port.
- She will be team player without an agenda.

Richard Heap stated

- He has a very deep personal interest in the Port.
- He has worked with the state over 30 years and is well aware of what it takes to be a commissioner.

Jacob Presser stated

- He does not have the qualifications the people in front have.
- He will make good sound decisions.
- He believes in the 10 Commandments, our Country, and will give 110%.

Ken Range stated

- He has lived in Brookings since 2006 and has been coming here since the early 1970's.
- He does boat inspections for the Coast Guard.
- He has been on a lot of Boards and Commissions.
- His priority will be access to the ocean.

Gold advised **Joe Speirs** will not be here as he has an appointment.

7. Board Discussion and Appointment of 2 Candidates

Gold stated the Commissioners need to come up with our rankings and introduced Roy Davis as only remaining Port of Brookings Harbor Commissioner. {1:26P to 1:39}

Davis stated

- The 9 applicants are the most unbiased, “un-agenda-ed” crowd he’s had to deal with.
- We all agree on ocean access.
- He is looking forward to serving with any of the 9 candidates.

Boice agreed with **Davis** and observed if we can all put our shoulders together, we will really make a difference.

Gold stated everyone was qualified.

Huttl reiterated what **Gold** had explained about the Port of Brookings Harbor BOC appointing the remaining 2 candidates.

Schroeder announced he tallied the points and would have **Huttl** review them. {1:31P to 1:39P}

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Gold Hoping to get a group of Port commissioners who can work together.
Christopher Paasch asked **Davis** if a date had been set for appointment of the other 2 Commissioners.
Davis stated the appointments would take place on June 15, 2018.
Schroeder confers with **Huttl** and gives results to **Gold**.

Gold announces the Curry County BOC appoints **Richard Heap** and **Ken Range** to the Port of Brookings Harbor BOC.

8. Adjourn Gold 1:39P

Meeting Minutes were approved on _____, 2018.

Curry County Board of Commissioners

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Intergovernmental Service Agreement Contract #3704-18 for ORMAP services

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Assessment/Taxation **TIME NEEDED:** min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 06-05-18

BRIEF BACKGROUND OR NOTE: (If no memo attached) See Memo

FILES ATTACHED:

(1) ORMAP Agreement for Contract #3704-18 between Curry County and DOR

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☒ Email a Digital Copy to: kolenj@co.curry.or.us City/State/Zip:

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION

BOC MEMO FOR AGRS

TO: BOARD OF COMMISSIONERS

FROM: JIM KOLEN, CURRY COUNTY ASSESSOR/TAX COLLECTOR

SUBJECT: 2018-19 Intergovernmental Services Agreement Contract #3704-18

DATE: JUNE 5, 2018

BACKGROUND: This agreement is for assessor's map maintenance and related cartographic activities to be performed by the Oregon Department of Revenue (DOR) for the Curry County Assessor in FY 2018-19. Curry county has maintained this contract with DOR for over 30 years.

RELEVANT FACTS: ORS 308.245 requires assessors to maintain a set of assessor's maps depicting parcel boundaries within their counties. Curry County does not have enough map maintenance and other related cartographic activities to warrant employing a full time cartographer in the assessor's office. Instead the assessor contracts with the DOR for cartographic services. At a \$60/hr rate the DOR provides a very reasonably priced service to the assessor and Curry County. These contract services have been budgeted for and approved in the 2018-19 Assessor's office budget.

OPTIONS: Approve the 2018-19 Intergovernmental Services Agreement Contract #3704-18 as submitted.

Do not approve and conduct a search for a different contractor for cartographic services.

Do not approve any contract for cartographic services.

RECOMMENDATION(S): Approve the 2018-19 Intergovernmental Services Agreement Contract #3704-18 as submitted. Curry County Does not have the time to conduct a search for other service providers and we doubt another competent provider could be found at a more reasonable rate. County cannot afford to be without a cartographic service provider. Also recommend this item be placed on the June 20 Consent Calendar.

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**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #3704-18**

This agreement is between The Oregon Department of Revenue (Department) and Curry County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2018 to June 30, 2019. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	175	\$60	\$10,500
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Joshua Hardage Date
Procurement and Contracts Manager

Internal Review

By Rebecca Hall Date 6/4/18
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
Of Curry County, Oregon

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED

By [Signature] Date 6-5-18
Assessing Official of Curry County Date

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Clear Ballot Software License & Services Agreement

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** County Clerk Elections **TIME NEEDED:** 5 mins

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY OTHER**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: Shelley Denney **PHONE/EXT:** 3303 **TODAY'S DATE:** 06/14/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) As discussed and approved budget hearings this is for an upgrade for ballot tally software & hardware.

FILES ATTACHED:

(1) Clear Ballot License & Services Agreement

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☒ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION

This Software License and Services Agreement, dated for reference purposes as of 04/18/2018, ("Effective Date") is entered into between Clear Ballot Group, Inc., a Delaware corporation ("Clear Ballot") and Curry County, OR, ("Customer").

1 DEFINITIONS

- 1.1 "Authorized Users" means Customer's employees and such other types of users, if any, as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless expressly provided otherwise in the relevant Software Order, Authorized Users do not include Customer's vendors, contractors, or any other third parties, including technology service providers.
- 1.2 "Days" means calendar days, unless specified otherwise.
- 1.3 "Designated Jurisdiction" means the jurisdiction in which the Licensed Software and Services will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The initial Designated Jurisdiction shall be identified in the applicable Software Order.
- 1.4 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.
- 1.5 "Licensed Software" means the Object Code version of Clear Ballot's ClearVote Software ("CBG Software") and the Object Code version of any other computer programs to be licensed by Clear Ballot to Customer under a Software Order, including any bug fixes, updates and new releases thereof provided by Clear Ballot as part of Support Services or purchased by Customer under a subsequent Software Order. The Licensed Software shall be used solely for the purposes of defining an election and tabulating and reporting election results in the Designated Jurisdiction. The term "Licensed Software" also includes any and all Documentation applicable to such computer programs.
- 1.6 "Object Code" means computer programs assembled or compiled, which are readable and usable by reverse-engineering.
- 1.7 "Order" means a request to license Licensed Software (a "Software Order") or purchase Services (a "Service Order") under this Agreement. Each Order will be sequentially numbered and specifically reference this Agreement.
- 1.8 "Services" means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.
- 1.9 "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
- 1.9.1 "Source Code Escrow" means the storage of the Source Code in an account with an independent third-party escrow provider.
- 1.10 "Warranty Period" means three-hundred-sixty-five (365) calendar days for ClearVote Software from the completion of Final Acceptance (as defined in the SOW) testing by the Designated Jurisdiction.

2 SOFTWARE, SUPPORT AND SERVICE ORDERS

- 2.1 *Master Agreement.* This is a master agreement under which Customer may order software products, services and support from Clear Ballot. Clear Ballot's acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the Order. In the event of conflicting terms or conditions, the terms of the Agreement shall govern. Exhibit 1 (Purchase Order), Exhibit 2 (Maintenance Services), and the Clear Ballot Statement of Work (SOW) are attached to this contract and by reference incorporated herein.
- 2.2 *Purchase Orders.* Customer may order products by using a Purchase Order in the form shown in Exhibit 1. Upon Clear Ballot's receipt of a Purchase Order from Customer, software products described in the Purchase Order will be "Licensed Software" for purposes of this Agreement.
- 2.3 *Support.* Customer support will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Detail on support is set forth in the Maintenance Services, attached hereto as Exhibit 2.
- 2.4 *Service Orders.* Customer may order on-site support and services for the Licensed Software by signing and delivering to Clear Ballot an order in a form reasonably approved by Clear Ballot.

3 LICENSE AND RESTRICTIONS

3.1 *Grant of License.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a perpetual, nonexclusive, nontransferable license to use the Licensed Software during the term set forth in the applicable Software Order. Authorized Users may use the Licensed Software on Licensee's behalf for the purposes contemplated herein. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may make a single copy of the Licensed Software for backup and archival purposes.

3.2 *Restrictions on Use.* Except as expressly authorized by this Agreement, Customer may not knowingly (i) use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Licensed Software in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (ii) rent, sell, assign, lease, sublicense, or otherwise transfer the Licensed Software, (iii) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Licensed Software by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (iv) copy, translate, port, modify, or make derivative works based on the Licensed Software, (v) use the Licensed Software except as set forth in the Documentation, (vi) use the Licensed Software or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property, including the Licensed Software; (vii) modify, remove, or destroy any proprietary markings or confidentiality legends placed upon or contained within the Licensed Software, the Documentation, or any related materials; (viii) use the Licensed Software in a manner to compete with Clear Ballot or to assist a third party in competing with Clear Ballot; (ix) except with Clear Ballot's prior written consent, use the Licensed Software outside the Designated Jurisdiction; (ix) operate a service bureau or other similar service for the benefit of third parties using the Licensed Software; (x) export, directly or indirectly, the Licensed Software from the United States; or (xi) disclose the Licensed Software to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports").

3.3 *Minimum System Configuration.* The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Software Order or the relevant Documentation. Such minimum requirements shall not be augmented or otherwise revised to significantly increase the requirements or render existing hardware or software unsupportable without Clear Ballot providing to Customer at least 180 days prior written notice of Clear Ballot's intent to do so. Customer shall be solely responsible for purchasing, providing and installing all other required equipment, networks, peripherals and hardware not included in the Statement of Work.

3.4 *Intellectual Property Ownership.* The Licensed Software contains material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Clear Ballot. All copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights and other intellectual property and proprietary rights in the Licensed Software and Services will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that (i) Except in the case of any work product contracted for by Customer pursuant to a mutually agreed Statement of Work and specified in such Statement of Work as work-made-for-hire under Section 101 of Title 17 of the United States code, and developed by Clear Ballot under said Statement of Work, Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and (ii) this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code.

3.5 *Feedback.* Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Licensed Software. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Clear Ballot's business, including enhancement of the Licensed Software.

3.6 *License Term.* The term of the license granted in Section 3.1 (Grant of License) will commence upon execution of the relevant Software Order and continue for the term specified in the Order, unless earlier

terminated in accordance with the provisions of this Agreement.

4 TERM

This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the "Term").

5 FEES, EXPENSES AND TAXES

Payment Terms. Customer will pay the license, service and support fees required under the mutually executed Orders, all of which will be billed on an annual basis, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer's specific written request. Provided that the work described in the invoice has been completed in accordance with the terms of the Order and accepted by Customer, all undisputed amounts to be paid by Customer are due and payable thirty (30) Days after Customer's receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within ninety (90) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer will pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot's net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

6 HARDWARE

6.1 Hardware. Although the Licensed Software may be used with scanners made by various manufacturers, the Licensed Software is only supported when used with scanners described in the Documentation.

6.2 Hardware Discounts. During the Term, and provided Customer is in compliance with this agreement and has paid all undisputed fees and costs due under this Agreement, Customer will be eligible to receive Clear Ballot's pricing when Customer purchases, leases, or rents scanners from the Hardware manufacturer described in the Documentation. Customer shall be responsible for negotiating all other terms of such rental, purchase, or support agreements with said manufacturer or their authorized reseller.

7 LIMITED WARRANTIES

7.1 Licensed Software. Clear Ballot warrants that during the Warranty Period the Licensed Software will operate in substantial conformance with the Documentation. All warranty claims not made in writing within the Warranty Period will be deemed waived. This warranty is contingent on the proper installation and use of the Licensed Software as described in the Documentation. Clear Ballot further warrants it will use commercially reasonable efforts to screen the Licensed Software prior to delivery to Customer for viruses, Trojan horses and other malicious code (collectively "Malicious Code Breach").

7.2 Services. Clear Ballot warrants that any Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Service Order for a period of thirty (30) Days from the date of completion, unless specified otherwise in the Service Order.

7.3 Exclusive Remedy. The foregoing warranties are solely for the benefit of Customer and Customer shall have no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of the foregoing warranties, shall be: (1) at Customer's sole discretion, to seek repair or replacement of the non-conforming Licensed Software, or (2) for Services performed by Clear Ballot or an authorized sub-contractor, re-performance of the relevant Services at no additional cost to Customer, or (3) In the case of Clear Ballot's Malicious Code Breach of the Customer's systems, Clear Ballot shall be fully liable to Customer for any costs or expenses, including, but not limited to, any Customer staff time, that results from said breach. In the event of such an introduction into the Customer's systems, Clear Ballot shall fully cooperate, at its sole expense, with Customer's subsequent efforts to mitigate the effect of any such introduction. Clear Ballot shall not be responsible for use of the Licensed Software if not operated substantially in a manner recommended in the Documentation or any material failure by Customer to use due care in the use and validation of the results produced by the Licensed Software.

7.4 Modification of Licensed Software. Except as otherwise agreed in writing by the parties, any modification to the Licensed Software by Customer or any third party engaged by Customer, or failure by Customer to reasonably implement any improvements or updates to the Licensed Software as supplied

by Clear Ballot, shall void Clear Ballot's support obligations under the relevant Support Order and Clear Ballot's warranties under this Section 7 (Limited Warranties), to the extent any failure or error results from such modification.

7.5 Disclaimer of Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES) AND CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, THE LICENSED SOFTWARE AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT THAT THE LICENSED SOFTWARE AND ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES). If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited to the maximum extent allowed by Sections 7.5 (Disclaimer of Other Warranties) and 10 (Limitations of Liability and Actions).

8 INDEMNIFICATION

8.1 Clear Ballot Indemnity. Clear Ballot will defend, indemnify and hold harmless Customer and its affiliates, officers, directors, employees and agents from any and all third party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from; (a) a claim by a third party that Customer's licensed use of the Licensed Software infringes that third party's United States patent, copyright, or trade secret rights, or (b) Clear Ballot's breach of Confidential Data, or (c) Clear Ballot's Malicious Code Breach. The foregoing is contingent upon Customer promptly notifying Clear Ballot in writing of the claim, permitting Clear Ballot sole authority to control the defense or settlement of the claim and providing Clear Ballot reasonable assistance (at Clear Ballot's expense) in connection with the defense and settlement. If a claim of infringement under this Section 8.1 (Clear Ballot Indemnity) occurs, or if Clear Ballot determines a claim of infringement is likely to occur, Clear Ballot will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Licensed Software, or (ii) modify the Licensed Software to make it non-infringing, providing that such modifications do not impair, diminish or otherwise reduce the functionality or value of the Licensed Software. If neither of these remedies is reasonably available to Clear Ballot, Clear Ballot may, in its sole discretion, terminate the relevant Orders and return the prorated portion of any pre-paid, unused fees for the relevant Licensed Software. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data except Confidential Data, or other materials not provided by or authorized by Clear Ballot, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot or any party expressly authorized by Clear Ballot to modify the Licensed Software, (c) use of the Licensed Software in excess of the rights granted in this Agreement, (d) any specifications, data except Confidential Data, or intellectual property provided by Customer (collectively, the "Excluded Claims"). The provisions of this Section 8.1 (Clear Ballot Indemnity) state the sole and exclusive obligations and liability of Clear Ballot and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Software, Services, or this Agreement, and are in lieu of any implied warranties of non-infringement, Confidential Data breach,

or Malicious Code Breach, all of which are expressly disclaimed.

8.2 *Customer Indemnity*. Customer will defend, indemnify and hold harmless Clear Ballot and its affiliates, officers, directors, employees and agents from any and all third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from (i) Customer's use of the Licensed Software in excess of the rights expressly granted in this Agreement, (ii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon Clear Ballot promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim and providing Customer reasonable assistance (at Customer's expense) in connection with the defense and settlement.

9 AUDIT

9.1 *Audit of Customer by Clear Ballot*. During the Term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Clear Ballot may audit Customer's use of the Licensed Software ("Audit"). An Audit may include the inspection and review of computers or servers on which the Licensed Software has been installed or hosted, and records, procedures, or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which must be performed by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and shall in no event disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

9.2 *Customer Access to Records*. Clear Ballot shall retain, maintain and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Term of the Agreement, or as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Clear Ballot shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Clear Ballot shall permit the Customer's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

10 LIMITATIONS OF LIABILITY AND ACTIONS

EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CLEAR BALLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT'S AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE CONTRACT VALUE.

11 CONFIDENTIALITY

11.1 *Definition of Confidential Information*. "Confidential Information" means, with respect to a party hereto, all information or material which is marked "Confidential." Clear Ballot's Confidential Information includes any trade secrets related to the Licensed Software. Customer's Confidential Information is described at paragraph 14 of the General Conditions (Exhibit A).

11.2 *Exclusions*. Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third

person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party.

11.3 *Treatment of Confidential Information.* Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance.

11.4 *Compelled Disclosures.* To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: (i) as soon as possible after becoming aware of such law, order or requirement, and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) business days prior to the required disclosure; (ii) the Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party, and any subsequent disclosure or use of Confidential Information that may result from such disclosure; and (iii) the Receiving Party will reasonably cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed. Notwithstanding any provision in any agreement between the parties, including parts 3.2, 8.1 and 11 of this Exhibit, Clear Ballot recognizes that Customer is a public agency subject the state Public Records Laws, ORS 192. Upon receipt of a public disclosure request for any material which is the subject of this Agreement, Customer will promptly notify Clear Ballot of the request and Clear Ballot will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Clear Ballot does elect to seek such protection, Clear Ballot will fully defend and indemnify Customer from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Laws in connection with the request. Similarly, Clear Ballot recognizes that Customer is subject to state record retention regulations, including ORS 192.108, and Customer will comply with all such requirements.

11.5 *Records Retention.* Similarly, Clear Ballot recognizes that Customer may be subject to state record retention regulations and Licensee will comply with all such requirements.

12 TERMINATION

12.1 *Breach.* If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section 12.1 (Breach) is in addition to all other rights that are available to it under this Agreement, at law, or in equity. Notwithstanding the foregoing, if Customer fails to make payments as required hereunder and such failure is not cured within fifteen (15) days of notice from Clear Ballot, Clear Ballot may immediately (i) terminate Customer's license to the Licensed Software and (ii) cease performing all Services hereunder, including Support Services.

12.2 *Termination for Convenience.* Customer may, at any time, elect to terminate this Agreement or an individual Order at Customer's convenience (i.e., for any reason whatsoever or no reason at all) provided Customer provides Clear Ballot with forty-five (45) Days prior written notice.

12.3 *Bankruptcy and Insolvency.* Either party may terminate this Agreement on written notice to the other party, if the other party becomes insolvent or bankrupt, admits its inability to pay its debts as they mature, or takes action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or

similar proceedings that are analogous in purpose or effect, or an action has been instituted against the other party. In the event that Clear Ballot is no longer solvent or no longer able to provide the agreed upon support for the Licensed Software, the Source Code Escrow shall be released to Customer and Customer shall receive all rights necessary to run and maintain the Licensed Software.

12.4 *De-certification.* If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer's intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe, at Customer's sole discretion, Customer may terminate the Agreement or any Service Order.

12.5 *Disposition of Licensed Software on Termination.* Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Licensed Software, (ii) attest that Customer shall no longer use or allow to be used the Licensed Software, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the software and has complied with all of its obligations under this Section.

13 GENERAL

13.1 *Government Restricted Rights.* The Licensed Software is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Licensed Software constitutes proprietary data, all rights of which are reserved under the copyright laws of the United States.

13.2 *Waiver, Amendment, Or Modification.* The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

13.3 *Notice.* All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing.

13.4 *Entire Agreement.* This Agreement, together with the Orders, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

13.5 *Assignment.* Neither party may assign this Agreement without the express, written consent of the other party. With such written consent, the assigning party may assign this Agreement to any entity acquiring or merging with assigning party, or to whom assigning party transfers all or substantially all of its assets, provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives.

13.5.1 *Sub-Contractors.* Clear Ballot shall not subcontract any of the work required by this Agreement without the prior written consent of Customer.

If any subcontractors are authorized by Customer, Clear Ballot shall be responsible for the satisfactory completion of all requirements, deliverables, and services hereunder, and Clear Ballot shall remain liable for all acts and omissions of subcontractor

13.6 *Governing Law; Severability.* The validity, construction and performance of this Agreement and the

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, excluding that body of law applicable to choice of law. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

13.7 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

13.8 Relationship Of The Parties. Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

13.9 Survival. The following Sections shall survive expiration or termination of this Agreement: 3.5 (Feedback); 5 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 7.5 (Disclaimer of Other Warranties); 8 (Indemnification); 9 (Audit); 10 (Limitations of Liability and Actions); 12.5 (Disposition of Licensed Software On Termination); and 13 (General).

13.10 Force Majeure. Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

13.11 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement.

13.12 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.

CUSTOMER | CURRY COUNTY, OR

CLEAR BALLOT GROUP, INC.

BY: _____ **BY:** _____

(PRINTED NAME) **(PRINTED NAME)**

(TITLE) **(TITLE)**

(DATE) **(DATE)**

**EXHIBIT 1
PURCHASE ORDER**

This Purchase Order is entered into by and between Clear Ballot Group, Inc. ("Clear Ballot") and Curry County, pursuant to the Clear Ballot Group Standard Contract (the "Agreement") between the parties. The terms and conditions set forth in the Agreement shall have the same meaning when used as defined terms in this Purchase Order. In the event of any conflict between the body of the Agreement and this Purchase Order, the body of the Agreement shall prevail.

1. Proposed Configuration

Item	Quantity	Unit Cost with Discount	Total
Hardware			
Fujitsu fi-6400 Scanner Bundle	1	\$25,000	\$25,000
Fujitsu Scanner			
ScanStation Laptop			
Laptop Stand			
Tabulation Software			
Required Cables			
ScanAid Maintenance Kit			
ClearDesign Server	1	\$4,775	\$4,775
ClearCount Server	1	\$5,900	\$5,900
Admin/Adjudication Station	1	\$2,300	\$2,300
Discount: No RFP	10%	\$3,798	(\$3,798)
Competitive Discount	1	\$2,000	(2,000)
Hardware Total			\$32,178
Software			
Perpetual ClearDesign Enterprise Software License	1	\$25,000	\$25,000
Perpetual ClearCount Enterprise Software License	1	\$25,000	\$25,000
Small County Discount			(\$10,000)
Software Total			\$40,000
Services			
Project Management	1	\$9,000	\$9,000
Implementation	1	\$6,500	\$6,500
Training	6	\$1,500	\$9,000
Two days each session			
Discount: No RFP	10%	(\$1,050)	(\$1,050)
Small County Discount	20%	(\$4,900)	(\$4,900)
Oregon Services Discount	1	(\$7,500)	(\$7,500)
Services Total			\$10,000
PURCHASE PRICE			\$82,178

2. Annual Support Costs

Annual Support, Maintenance and Warranty costs are due annually on the anniversary of the execution of this agreement. The initial purchase price includes 12 months of technical support, software maintenance and hardware warranty. Listed below are the annual costs for the extension of those services included as part of this agreement.

Item	Quantity		Total
Year 2			
Hardware License, Maintenance and Support Fee	1		\$2,713
Software License, Maintenance and Support Fee	1		\$8,787
Year 3			
Hardware License, Maintenance and Support Fee	1		\$2,794
Software License, Maintenance and Support Fee	1		\$9,050
Year 4			
Hardware License, Maintenance and Support Fee	1		\$2,878
Software License, Maintenance and Support Fee	1		\$9,322
Year 5			
Hardware License, Maintenance and Support Fee	1		\$2,964
Software License, Maintenance and Support Fee	1		\$9,602

3. Payment Schedule

As part of this agreement Customer agrees to the following payment terms and milestones. Clear Ballot's Customer Success team will work closely with the Customer's designated Project Team to ensure signoff at each phase of this implementation in accordance with this payment schedule.

Milestone	Payment Amount	Deliverable
1st Payment		
Hardware and Software Purchase	\$32,178	100% of Hardware
	\$20,000	50% of Software
2nd Payment		
Hardware and Software Installation	\$8,000	20% of Software
	\$5,000	50% of Services
3rd Payment		
Acceptance Testing Completion	\$8,000	20% of Software
	\$5,000	50% of Services
4th Payment		
Final Acceptance Testing Completion	\$4,000	10% of Software

EXHIBIT 2 MAINTENANCE SERVICES

Clear Ballot Maintenance Services will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Clear Ballot will respond to issues raised through one of these channels promptly.

1. Overview

The objective of Clear Ballot Maintenance Services is to earn and maintain customer trust and satisfaction. The Clear Ballot Customer Support organization provides support during all phases of the election.

The Clear Ballot Help Desk is available by telephone or email. Alternatively, customers may enter their issues into Clear Ballot's secure Support Portal system. Customers can also access the Clear Ballot online FAQ (knowledge base), which is updated regularly, and the online user forums. Clear Ballot's customer support portal may be unavailable to customers during routine maintenance.

Clear Ballot customer support organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support is on a procedural or non-proprietary matter is required, Clear Ballot customer support staff may arrange a web conference or demonstration.

On an ongoing basis, Clear Ballot hosts User Group meetings. Statewide user group meetings may be held, as well as national group meetings can be scheduled in the future with key accounts. Key accounts can provide useful product feedback and system enhancement recommendations

2. Clear Ballot Support Staff

The Clear Ballot customer support organization includes the following staff members:

- Customer support representatives available by phone or internet.
- Clear Ballot will provide extended support hours, 7 am – 7 pm Pacific Time during ballot preparation and peak election scanning time. This extended support schedule will be provided for a period of five continuous business days, upon reasonable advance request by Customer. (*)
- During off cycle, non-peak phases, Clear Ballot Help Desk operates M – F, 8 am – 5 pm Pacific Time, with next business day callback for after hours or weekend requests.

(*) Extended support hours will be provided for all elections based on the annual elections calendar submitted by the Customer. The maximum number of elections subject to this agreement shall be four. Additional extended support hours can be purchased based on Clear Ballot's Price List.

3. Clear Ballot Support Portal (Powered by Desk.com)

The secure web portal (powered by Desk.com) will allow counties to submit issues, inquire about past issues and solutions, and engage a forum for county administrators to assist one another in determining and disseminating best practices and answers to common questions. While Clear Ballot reserves the right to moderate the forum, it does not plan to restrict the statements made by Customer's representatives on the forum, nor does it take responsibility for any views expressed, suggestions provided, or information posted by non-Clear Ballot personnel.

4. Software Upgrades

Clear Ballot Maintenance Services shall also include the Customer's access to software upgrades and new releases issued by Clear Ballot during the term of the Maintenance Services

5. Third Party Hardware

Clear Ballot has designed its products to operate with specified hardware licensed to Customer by third parties. Clear Ballot provides all maintenance services in connection with Clear Ballot products and is available to serve as the Customer's intermediary in the resolution of hardware issues. In that fashion, any identified problem can be addressed efficiently and seamlessly. Clear Ballot shall on the Customer's behalf place service calls to the hardware manufacturer's service staff, and coordinate with the Customer

third party hardware service visits. The Customer shall be responsible for allowing for technical visits in accordance with standard terms and conditions. Hardware warranties run in favor of the Customer and are subject to standard exclusions.

Hardware manufacturer's service times are currently listed as follows:

Dell – ProSupport – 24x7 phone-based troubleshooting - Next Business Day On-Service: After telephone-based troubleshooting, replacement parts and a ProSupport technician arrive on-site, the next business day. Parts, labor and travel included.

Fujitsu - Annual Basic Service Program – 8x5 Next Business Day onsite. Next business day onsite technical assistance and parts and dispatched after phone support and diagnostics are conducted. - 2 Cleanings per year, parts, labor, travel included. Ongoing consumables are the Customer's responsibility.

Lenovo – 24x7 service window - 4hr on-site response time after phone diagnostics. Includes phone support and trouble-shooting, onsite hardware repair or replacement, parts and labor and travel.

6. Clear Ballot Additional Support Services

A list of additional services Clear Ballot can provide to Customer follows.

- Training – the following courses can be provided to Customer new hires and temporary workers.
 - a. Product training
 - ClearDesign administration and ballot preparation
 - ClearCount administration and operation
 - ClearAccess administration and operation
 - Acceptance testing ClearDesign, ClearCount, ClearAccess
 - b. Voting Center Worker training - ClearAccess:
 - Train-the-trainer
 - c. Warehouse staff:
 - Acceptance testing
 - Configuration and testing equipment prior to deployment to voting centers
 - Election Support Services
 - a. Assistance with election programming and ballot layout
 - b. Assistance with Logic and Accuracy Testing
 - c. Assistance with ballot tabulation and election night reporting
 - d. Voting center rovers
 - e. Customer phone bank and help desk staffing – Tier 1 and Tier 2 support
7. For support services price schedule, please see the Clear Ballot Price List. These prices are inclusive of travel, lodging, and incidental costs. Price List may be updated periodically, and Clear Ballot will provide Customer 30 days notice.
8. Ongoing annual maintenance beyond the term of this agreement may be processed as a simple Purchase Order.

EXHIBIT C
STATEMENT OF WORK (SOW)

Clear Ballot Group
Statement of Work

On the date of the latest signature hereto ("SOW Effective Date"), Curry County and Clear Ballot hereby attach and incorporate this Statement of Work ("SOW") pursuant to the Clear Ballot Software License and Services Agreement ("Agreement") entered into by the parties effective on the Effective Date set forth therein. Capitalized terms used but not defined in this SOW, shall have the meanings given to them in the Agreement.

Solution Overview & Scope of Work (General):

The purpose of this SOW is to implement the Clear Ballot central ballot-tallying solution, including ClearDesign and ClearCount, (hereinafter collectively referred to as the "Solution") for the County. The Solution will replace the County's current system and will be used to design and tally ballots. The County plans to have ballots printed by a third-party vendor, and Clear Ballot's certification of the selected print vendor is part of the scope of the project.

The high-level scope includes:

1. Providing and installing hardware (scanners, workstations and servers).
2. Installing software.
3. Setting up the system in the County Clerk's office.
4. Conducting training on the system for County Elections and County IT staff.
5. Redesigning the elections process to leverage the features of the Solution.
6. Conducting Acceptance Testing.

Key Assumptions:

1. The county desires to first use the system at the November 6, 2018 general election (First Election).
2. Designing and printing ballots is the most immediately critical task that the system needs to support to prepare for the First Election. Therefore, configuration and testing of the ClearDesign module should take place as early in the schedule as possible.
3. County will select a ballot-printing vendor for certification by Clear Ballot.

Goals and Objectives:

1. Implement the system in time to conduct the First Election.
2. Increase the efficiency of the ballot-tallying process.
3. Increase the accuracy and transparency of the voting process.
4. Redesign the current ballot-tallying process to leverage the innovative features of ClearVote, including on-screen adjudication.

Project Schedule:

The project shall be initiated and completed pursuant to a mutually agreed upon schedule and work plan.

Scheduling assumptions:

1. Hardware requirements will be finalized prior to signing the Agreement, since the cost needs to be finalized in order to complete the Agreement.
2. In order to be most efficient in time, Clear Ballot proposes to conduct the ClearDesign installation and training before the ClearVote installation and training, in order to focus on ensuring that the ability to design and print ballots is in place in time for the First Election.

Implementation Process:**Kick-off Meeting:**

A kick-off meeting will be held as soon as possible after the Agreement is executed. Kick off meeting should be attended by (following list is just an example):

1. Clear Ballot Project Manager
2. Brian Van Bergen, Project Sponsor and County Project Manager
3. County IT Project Manager (Suggested)
4. Other County elections staff as assigned
5. Other Clear Ballot staff as required

Purpose of the kick-off meeting will be to review the scope and schedule, roles and responsibilities, ground rules, etc. Clear Ballot shall be responsible for the meeting agenda with input from the County Clerk.

Planning:

The primary planning that needs to take place on the County's part prior to beginning implementation is identifying the resources that will need to take part and ensuring the availability of those resources at the appropriate times.

Training and Testing:

Training will be a combination of in-person and online training as outlined below.

Acceptance testing will also be conducted on-site and shall adhere to the concepts and procedures further described in the Testing section and the Acceptance Criteria section below.

Requirements for the Solution:

Requirement	Acceptance Criteria
OCVR import	County staff is able to import data from a past election in OCVR and demonstrate the data was imported with zero errors.
Certify third-party ballot printing company	County has selected and Clear Ballot has certified ballots printed by third-party printer sufficiently scan and tally during acceptance testing.
Ballot Design	County staff is able to design ballot styles from a past election to Oregon State Election standards.
Creating ballot definition files and importing them into ClearVote to set up the election.	County staff is able to import data from a past election in OCVR into ClearVote to set up an election with zero errors.
Exporting raw data for analysis and ad hoc reporting	County staff has exported data and been able to import 100% accurate data into Microsoft Excel.
Archiving elections and ballot images	Election has been archived to backup storage medium along with ballot images.
Restoring an archived election	County staff is able to restore an archived election.

The following requirements will be included in the Final Acceptance Test, to occur concurrent with the

First Election. Each of these items will be tested during implementation and acceptance testing prior to the First Election; the requirements also allow County to see each in a live election environment and the Acceptance Criteria will satisfy a successful election for Final Acceptance:

Requirement	Acceptance Criteria
Scanning ballots and performing online adjudication	County staff has scanned a minimum of 2,000 ballots on each scanner with a jam rate of less than 0.2%. On-screen adjudication decisions for ballots scanned during acceptance testing are reflected in the results for 100% of the ballots.
Ability to locate the paper ballot associated with an image stored in the system	County staff can locate 10 paper ballots, selected by County, based on information associated with images stored in the system.
Exporting results to OCVR	County staff is able to export results data directly to OCVR & the Oregon SOS's ENR system with zero errors.

Deliverables:

1. Detailed project plan, delivered no later than 30 days after project kick-off.
2. Hardware (including scanners, workstations/ScanServer, and laptops) delivered to the County in new condition and installed and in working order.
3. Installation of ClearDesign and ClearVote software.
4. Configuration of ClearDesign, including OCVR import.
5. Results export suitable for upload.

Hardware, Software, and/or Storage Design, Installation, and/or Consulting:

1. Clear Ballot shall be responsible for procuring, configuring and shipping all hardware to County.
2. Clear Ballot staff shall be responsible for installing hardware and software, with assistance from County Elections or IT staff as needed. The need for County resources shall be defined as part of the detailed project plan. County shall provide one (1) Elections staff member and one (1) IT staff member to participate/observe the hardware and software installation in order to become familiar with the installation procedures.

Project Management:

1. Clear Ballot shall have primary project management responsibility and shall be responsible for ensuring that the project is completed on time and on budget.
2. The Clear Ballot Project Manager shall provide a weekly status report to the Project Sponsor and County Project Manager. At a minimum, the status report should include tasks at risk/in jeopardy, tasks completed, estimate of time required to complete tasks in progress, and tasks planned to start in the upcoming week.

County Responsibilities:

1. County will ensure that County Elections and IT staff are available to work with Clear Ballot when needed.
2. County will be responsible for providing furniture needed in the counting room (tables, chairs, etc.).
3. County will be responsible for selecting a third-party, ballot-printing vendor and making any necessary arrangements for printing ballots.

Contractor Responsibilities:

1. Clear Ballot shall have primary project management responsibility.
2. Clear Ballot shall notify the County in advance as to what resources are required and when.

3. Clear Ballot shall be responsible for procuring, configuring, shipping and installing all hardware.
4. Clear Ballot shall be responsible for installing software, with County participation.
5. Clear Ballot shall be responsible for conducting training on site and shall provide the necessary equipment and training materials, unless prior arrangements have been made with the County.
6. Clear Ballot shall be responsible for certifying any ballot printer(s) selected by the County.

Training:

1. Training shall be conducted onsite at the County by Clear Ballot staff.
2. Training should be completed no later than 60 days before First Election.
3. Training shall consist of the following 6 courses, or as mutually agreed upon during project kickoff:
 - a. ClearVote Overview - 2 hours
 - b. ClearVote Installation and Setup – 4 hours
 - c. ClearVote System Administration – 4 hours
 - d. ClearVote Operations and General Maintenance – 12 hours
 - e. Using ClearVote Election Reports – 2 hours
 - f. Using ClearDesign – 3 days
4. The Clear Ballot Project Manager shall work with the County Clerk to develop a detailed training schedule by no later than 30 business days after project kickoff. The schedule shall identify the date, time and location for each course and the attendees for each course. The timing requirement for the schedule is to allow adequate time for staff to arrange their schedules to be able to attend.
5. Clear Ballot shall provide manuals and training videos. Manuals and videos are currently available for the ballot-tabulation process.

Testing:

Acceptance Test Plan:

A detailed acceptance test plan shall be developed as part of the project. At a high level, the acceptance test plan must demonstrate that the system can support items defined in the Requirements section of this SOW to the satisfaction of the County.

Acceptance Testing:

Following delivery of the Solution, County shall have ten (10) business days to test the Solution and respond to Clear Ballot with written indication of any defects (hereinafter “Acceptance Testing”). Lacking such response within the agreed upon timeframe, the Solution shall be deemed to be accepted as delivered. Upon notification of any Solution defect(s), Clear Ballot shall repair said defect(s) at no additional cost to County and resubmit the resolved defective component or the entire Solution to County for Acceptance Testing as described herein.

Final Acceptance Testing:

The Solution shall be considered fully accepted following the successful completion of the First Election using the Solution (“Final Acceptance”).

Acceptance Criteria or Procedure:

Acceptance criteria for all standard features of the system are described in the table entitled “Requirements for Solution” and will be based on an acceptance test that will exercise all system functions that the County will use in the course of conducting an election.

System Documentation and Manuals:

Clear Ballot shall provide one complete set of product documentation on paper and one complete set in PDF format. Said documentation shall be maintained on Clear Ballot’s online support portal. This documentation shall include all technical, database, application, training and user documentation and manuals.

Knowledge Transfer:

Clear Ballot shall provide knowledge transfer to ensure County staff are fully capable of using and supporting the Solution. Such knowledge transfer will be facilitated by the following:

1. County staff will work alongside Clear Ballot staff when Clear Ballot staff are installing Software and Hardware or performing any other standard configuration and maintenance on the system.
2. County staff will participate in formal training as described in the Training Section of this SOW.
3. County staff will participate in an acceptance test that will simulate the actual ballot-tallying process as closely as possible.

Change Order Process:

In the event that a change in the scope, schedule, or cost of this SOW is necessary, such change shall be documented, communicated, and agreed upon in writing signed by both parties following the Change Control Process described in the Agreement.

Termination of SOW: This SOW may be terminated upon ten (10) days written notice from County. In the event that the Solution cannot pass County's Final Acceptance, Clear Ballot shall refund all fees paid by County, and at County's sole discretion, either; 1) accept the return of the Hardware and Software with no further cost or liability to County, or 2) accept the return of the Software and transfer any Clear Ballot rights and responsibilities relating to the Hardware to County, and County shall retain possession of the Hardware for use with a replacement Solution.

The undersigned hereby agree to be bound by the terms and requirements of this SOW and the attached Exhibits and Attachments.

Curry County

Clear Ballot Group

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Contract Extension between Curry County and Carleton Law Office for Assistant County Counsel, FY 2018-2019

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06-20-18 **DEPARTMENT:** Counsel **TIME NEEDED:** 4 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: J. Huttel **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-13-18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1) Contract Extension

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☒ File with County Clerk Name: kudlac.cran@gmail.com

☐ Send Printed Copy to: Address:

☒ Email a Digital Copy to: City/State/Zip:

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: CONSENT

CONTRACT EXTENSION

Between

Curry County and Carleton Law Office

It is hereby agreed to by and between Curry County, a Political Subdivision of the State of Oregon (Client) and Carleton Law Office ("Counsel") that the contract extensions between them executed on June 15, 2016 recorded as CJ:2016-132; and June 29, 2017, recorded as CJ:2017-124, be extended from July 1, 2018 through June 30, 2019, pursuant to Section A(4) of the original contract dated May 6, 2015 filed as CJ:2015-177, providing Assistant County Counsel Services.

Dated this 20th day of June, 2018.

Curry County Board of Commissioners

Sue Gold, Chair

Thomas Huxley, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Huttl, County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing Extension of)
Contract Between Curry)
County and Carleton Law)
Office for Assistant County)
Counsel Services for Fiscal Year)
2018-2019)

ORDER NO. _____

WHEREAS, Carleton Law Office provides Assistant County Counsel to Curry County Board of Commissioners; and

WHEREAS, Carleton Law Office and County Counsel have acknowledged the desire to extend this contract; and

WHEREAS, this contract has been budgeted in the 2018-2019 budget; and

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it extends the contract between the County and Carleton Law Office, providing assistant county counsel services.

DATED this 20th day of June, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Sue Gold, Chair

John Hutt
Curry County Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** OHA 2017-2019 IGA –Financing of Public Health Services**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** PH **TIME NEEDED:** 5 mintues^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain:**CONTACT PERSON:** Ben Cannon **PHONE/EXT:** 373-7011 **TODAY'S DATE:** 06/5/18**BRIEF BACKGROUND OR NOTE: (If no memo attached)** This is the final amendment to the 148007 IGA, the approval closes out this contract and provides the final accounting of funds to be carried over to the current IGA: 154108.**FILES ATTACHED:**

(1) 148007-20 tlh

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☒ Email a Digital Copy to: **cannonb@currych.org** City/State/Zip:☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

Agreement #148007



**TWENTIETH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Twentieth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County (“County”), and Curry Community Health (“CCH”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Curry County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
2. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

Attachment A

Financial Assistance Award

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444	2) Issue Date March 16, 2018	This Action AMENDMENT FY2018	
		3) Award Period From July 1, 2017 Through December 31, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	13,531	-791	12,740
PE 12 Public Health Emergency Preparedness	34,978	0	34,978 (d)
PE 13 Tobacco Prevention & Education	29,075	-17,497	11,578
PE 27 Prescription Drug Overdose Prevention	47,324	0	47,324 (i)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	50,115	0	50,115 (b,c,j)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	5,248	0	5,248 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	1,802	-1,802	0 (g)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	2,814	0	2,814 (g,h)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	6,564	0	6,564 (g,h)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	961	-961	0
PE 42 Babies First FAMILY HEALTH SERVICES	0	0	0
PE 43 Immunization Special Payments	4,370	0	4,370
5) FOOTNOTES: a) \$10,496 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$26,937 ; \$5,387 must be expended for Nutrition Education. \$1,160 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$69,532 ; \$13,906 must be expended for Nutrition Education. \$3,480 must be expended for Breastfeeding Promotion. d) \$69,955 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) Funds provided under this Agreement are intended to enable Local Public Health Authorities to assume primary responsibility for the quality and safety of drinking water provided by most of the public water systems located within the Local public Health Authority's jurisdiction, and may only be used in accordance with and subject to the requirements and limitations set forth below, to deliver the Safe Drinking Water services described in the Program Element Description.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444	2) Issue Date March 16, 2018	This Action AMENDMENT FY2018	
		3) Award Period From July 1, 2017 Through December 31, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 44 School Based Health Centers FAMILY HEALTH SERVICES	30,000	0	30,000
PE 44 School Based Health Centers - Mental Health Expansion FAMILY HEALTH SERVICES	35,000	0	35,000
PE 50 Safe Drinking Water Program	11,222	0	11,222 (e,f)
TOTAL	273,004	-21,051	251,953
5) FOOTNOTES: f) \$22,443 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). h) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. i) \$47,324 (\$15,916, 2/12 of \$95,500 Year 2 funds and \$31,408, one-third of \$94,226 Year 1 carryover funds). j) The July-September portion must be spent by September 30th, 2017. \$3,528 is the year-end one-time funding adjustment. \$232 is the second fresh fruit and veggies grant adjustment.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Attachment B

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE 13: HPCDP TPEP & SPArC				
Federal Award Identification Number(FAIN):		6NU58DP005986-03-1	Other Funds (OF)	
Federal Award Date:		TBD		
Performance Period:		3/29/17-3/28/18		
Federal Awarding Agency:		CDC		
CFDA Number:		93.305		
CFDA Name:		National State Based Tobacco Programs		
Total Federal Award:		TBD		
Project Description:		Tobacco CDC		
Awarding Official:		TBD		
Indirect Cost Rate:		16.41%		
Research And Development(Y/N):		N		
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
CURRY/CCH	042631270	\$ -	\$ 11,578	\$ 11,578

PE 42 Maternal And Child Health Programs - CAH GF & Title XIX				
Federal Award Identification Number(FAIN):		General Funds	05-0305OR5048	
Federal Award Date:			10/1/2018	
Performance Period:			10/1/17-9/30/18	
Federal Awarding Agency:			Title XIX Medicaid Admin	
CFDA Number:			93.778	
CFDA Name:			Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):			N	
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
CURRY/CCH	042631270	\$ -	\$ -	\$ -

PE 42 Maternal And Child Health Programs - Perinatal GF & Title XIX				
Federal Award Identification Number(FAIN):		General Fund (GF)	05-0305OR5048	
Federal Award Date:			10/1/2018	
Performance Period:			10/1/17-9/30/18	
Federal Awarding Agency:			Title XIX Medicaid Admin	
	CFDA Number:		93.778	
	CFDA Name:		Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
	Awarding Official:			
	Indirect Cost Rate:			
Research And Development(Y/N):			N	
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
CURRY/CCH	042631270	\$ -	\$ -	\$ -

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: P-1704 filed by Jonathan Weaver: **FINAL** plat map for a minor partition to create two residential parcels on Assessor's Map 41-13-9AC Tax Lot 2200 on a .52 acre parcel in the Residential (R-2) zone.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06.20.2018 **DEPARTMENT:** Community Development

TIME NEEDED: 5 minutes

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☒ No ☒ If no memo, explain:

CONTACT PERSON: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 06.13.2018

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1)

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☒ Other : If authorized, Board members need to sign the final plat.

Return signed mylars to Nancy Chester.

Phone: 541-247-3284

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** BOC MEETING ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: CONSENT



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: June 20, 2018

Presented by: Carolyn Johnson, Community Development Director

Subject: P-1704 filed by Jonathan Weaver: **FINAL** plat map for a minor partition to create two residential parcels on Assessor's Map 41-13-9AC Tax Lot 2200 on a .52 acre parcel in the Residential (R-2) zone.

Summary: This property is located at the northwest corner of the intersection with Carson Lane and East Benham Lane. A minor partition of the property was approved by staff on February 6, 2018. Pursuant to ORS 92.100(7) the approval by the Board of Commission for the final plat recording is not a land use decision or limited land use decision.

Context Map for proposed Minor Partition of 41-13-9AC Tax Lot 2200



The County Land Division Ordinance requires signatures on the minor partitions final plat of a majority of the Board members. The mylar prints of the Final Plat are located in the BOC office and are available for Board signatures.

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: IGA's for Curry County Dispatch Services for FY 2018-2019

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 6/20/18 **DEPARTMENT:** Sheriff **TIME NEEDED:** 10 min.

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** PRESENTATION

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Sheriff Ward **PHONE/EXT:** 3322 **TODAY'S DATE:** 6/14/18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1) Memo re: agenda item

(2) City of Gold Beach IGA

(3) Cal Ore Ground Ambulance IGA

(4) Port Orford Community Ambulance IGA

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☒ File with County Clerk Name: Sheriff's Office

☒ Send Printed Copy to: Address: 94235 Moore St. Ste311

☐ Email a Digital Copy to: City/State/Zip: Gold Beach, OR 97444

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION



OFFICE OF THE SHERIFF

Sheriff John Ward

94235 MOORE STREET, SUITE 311

29808 Colvin Street (Physical)

GOLD BEACH, OR 97444

(541) 247-3242 (800) 543-8471

FAX: 541-247-6893

MEMO

June 14, 2018

RE: 06/20/18 Agenda Item, IGA's for Curry County Dispatch Services for FY 2018-2019

The Curry County Sheriff's Office provides dispatch services for multiple local fire, medical and LE agencies. The IGA outlines the details, including the quarterly billing process. The IGA's wording and details have not changed since last year and we do not anticipate any issues.

We have not received all the signed IGA's at this time, attached are the IGA's for City of Gold Beach, Cal-Ore Ambulance and Port Orford Community Ambulance. Please sign originals and forward to the Clerk for recording, and send copy to the Sheriff's office. We anticipate receiving the other IGA's in the near future, at which time we can forward to the BOC office for signatures.

Other IGA's due to be received:

City of Port Orford

Sixes Fire

Langlois Fire

Port Orford Fire

Ophir Fire

Cedar Valley/N Bank Fire

Agness Fire and Rescue

Pistol River Fire

Thank you,

Deputy Dj Storns

Executive Administrative Assistant

(541) 247-3322

INTERGOVERNMENTAL AGREEMENT FOR CURRY COUNTY DISPATCH SERVICES

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (Provider/County) and City of Gold Beach, an Oregon Municipal Corporation (Subscriber/City); (together: Parties).

PURPOSE

The purpose of this agreement is for the County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION; NON-APPROPRIATION

The term of this agreement shall be from July 1, 2018, to June 30, 2019.

A Party can terminate its participation in the agreement upon 120 days written notice to the other party. Either party may terminate with fewer than 120 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes a writing.

Non Appropriation:

Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Police and Fire Dispatch Services; and Public Work After-Hours Dispatch Services, on a 24-hour, seven-day-a-week basis (The Services) to the City. Specifically the County Services shall include at minimum the following duties:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provides written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.

- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.
- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

Similar and related services not described above may be provided by agreement authorized by Sheriff or Sheriff's designee.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1- and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for Provider's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis in arrears, such that the first payment under this IGA is due on or before September 30, 2018 and subsequent payments are due on or before the end of each quarter thereafter.

Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber's entire account balance due is still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's own system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

SECTION 5 EMPLOYEES

By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All

such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

County shall have full authority and responsibility to hire, supervise, train, discipline, schedule, and assign personnel services provided under this Agreement. County shall have full discretion and authority to assign priority service among conflicting service demands at any time, and may contract to provide Dispatch Services to other Subscribers at its discretion; however County shall take no action which diminishes or degrades the level of service provided to Subscriber.

SECTION 6 HOLD HARMLESS

To the extent limited by the Oregon Tort Claims Act and the Oregon Constitution, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all third party claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the system, services or activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined by a court of competent jurisdiction to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

These provisions shall survive the termination of this agreement.

SECTION 7 INCORPORATION OF FULL TERMS

This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

SECTION 8 PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

SECTION 9 SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

SECTION 10 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 11 REMEDIES; MEDIATION

In the event that any party files litigation to enforce this Agreement, or any portion thereof, each party shall be responsible for their own attorney fees and costs, including attorney fees and costs upon appeal.

The parties agree not to file any lawsuits or participate in any litigation as adverse parties regarding this Agreement, until the below problem solving and mediation process has been followed.

In the event that either Party has concerns or questions about the services provided under this Agreement or about the interpretation or application of this Agreement, it will first provide written notice to the below representatives. Such notice shall fully explain the concerns or question. The representatives shall meet and attempt to informally resolve the concerns or questions.

Curry County
Sheriff Ward or Designee
Captain Espinoza

Gold Beach
Chief Wood or Designee
Fire Chief or Designee

If the informal problem solving process described above does not resolve the concerns or questions, the parties shall bring the concerns or questions to their respective Boards or Councils in open session or in a permitted executive session. If the Parties' Boards or Councils cannot resolve the issue, the Parties may then seek mediation per ORS 403.160.

SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

5/30/18
Date

Sue Gold
Sue Gold, Chair

/ /
Date

Thomas Huxley
Thomas Huxley, Vice Chair

/ /
Date

Court Boice
Court Boice, Commissioner

/ /
Date

SUBSCRIBER [GOLD BEACH]: _____]:

Jodi Fritts-Matthey
Jodi Fritts-Matthey, City Manager

6/13/2018
Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

Average Hourly Personnel Cost	\$30
Approximate average call time	.25 hr
Call time rate (\$30 x .25)	\$7.50 per call

Continuing with fiscal year 2018/2019, City of Gold Beach will be billed quarterly for the most recent past quarter's call history. Curry County will bill accordingly as specified in the IGA and agrees not to exceed \$41,000 for the dispatch services for the fiscal year 2018/2019. Call stats will be provided with each billing.

Provider and Subscriber may meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate	\$100.00

INTERGOVERNMENTAL AGREEMENT FOR CURRY COUNTY DISPATCH SERVICES

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Cal Ore Ground Ambulance Services (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2018, to June 30, 2019.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

Non Appropriation: Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Dispatch Services on a 24-hour, seven-day-a-week basis.
Dispatch Services Include:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDs), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDs information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDs, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

Similar and related services not described above may be provided by agreement authorized by Sheriff or Sheriff's designee.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1- and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for County's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis at the end of each quarter when billed and within thirty days. Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

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INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

Average Hourly Personnel Cost	\$30.00
Approximate average call time	.5 hr per call
Call time rate (\$30 x .50)	\$15.00 per call

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Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

INTERGOVERNMENTAL AGREEMENT FOR CURRY COUNTY DISPATCH SERVICES

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The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

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SECTION 12 EXECUTION AND COUNTERPARTS

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Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

5 / 30 / 18
Date

Sue Gold, Chair

 / /
Date

Thomas Huxley, Vice Chair

 / /
Date

Court Boice, Commissioner

 / /
Date

SUBSCRIBER [NAME: Porterford Community Ambulance]:

Whitell, Jr. Office Mgr.
Name, Title

06/04/2018
Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

Average Hourly Personnel Cost	\$30
Approximate average call time	.50 hr
Call time rate (\$30 x .50)	\$15.00 per call

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Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: SUPPLEMENTAL BUDGET-FUND 1.11 COMMISSIONERS

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** **CONSENT**

MEMO ATTACHED Yes ☐ No ☐ If no memo, explain:

CONTACT PERSON: Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 06/15/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) To transfer funds from General Fund to Commissioners Fund to adjust budget for anticipated payroll costs as of 06/30/18 and to establish revenue budget to receive reimbursements for travel costs.

FILES ATTACHED:

- (1) Resolution
- (2) Supplemental Budget (Exhibits A and B)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda**
because

ASSIGNED TO:

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES)
IN THE **2017-2018 FISCAL YEAR BUDGET**) **RESOLUTION**

WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2017-2018 fiscal year budget: and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2017-2018 fiscal year budget for Curry County be modified as detailed in ***Exhibits A and B*** for the specific purpose of providing appropriations to cover expenditures through June 30, 2018.

Dated this _____ day of June, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Hutt
Curry County Counsel

Supplemental Budget # FY2017-18

Fund Budget Must Balance To \$0.00

Department:

Fund 1.11 Commissioners

Department:		Fund 1.11 Commissioners			
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget	
			+ = increase - = decrease		
Revenue					
-334.00-000-00		-	-	-	
1.11-411.10-391.00-000-00	Trans In-Gen Fund Other Req	-	1,500	1,500	
1.11-411.10-390.00-000-00	Misc Reimbursements	-	4,000	4,000	
-399.03-000-00	Assigned Fund Balance				
-399.03-000-00	Restricted Fund Balance	-	-	-	
Total Resources		-	5,500	5,500	
Personal Services					
1.11-411.10-490.00-105-00	Sal-Elected	66,469	1,500	67,969	
-490.00-110-00	Sal-Regular	-	-	-	
-490.00-130-00	Sal-Overtime	-	-	-	
-490.00-213-00	Ben-Health Ins	-	-	-	
-490.00-214-00	Ben-Life Ins	-	-	-	
-490.00-220-00	Ben- FICA 7.65%	-	-	-	
-490.00-230-00	PERS-County	-	-	-	
-490.00-260-00	Ben-Workers Comp	-	-	-	
-490.00-290-00	Ben-OR W/Comp Assessment	-	-	-	
	IGS - 3.10 Unemp Self Ins Reserve	-	-	-	
Total Personal Services -		66,469	1,500	67,969	
Materials & Services					
-490.00-310-00	Pro Services-Training	-	-	-	
-490.00-416-00	Util-Cell Phone	-	-	-	
1.11-411.10-490.00-581-00	IGS - Assigned Vehicles	1,895	4,000	5,895	
-490.00-600-00	Supplies-Office	-	-	-	
-490.00-602-00	Supplies-Uniforms	-	-	-	
-490.00-610-00	Supplies-Non-Capital	-	-	-	
-490.00-615-00	Other Mat & Supplies	-	-	-	
-490.00-650-00	Dues & Memberships	-	-	-	
-490.00-824-00	IGS - 2.20 Occupancy	-	-	-	
Total Materials & Services		1,895	4,000	5,895	
Debt, Capital, Transfers					
-490.00-847-00	Debt Interest Payments			-	
-490.00-849-00	Debt Principal Payments			-	
-490.00-849-00	Capital Outlay - Motor Vehicle	-		-	
-490.00-849-00	Capital Outlay			-	
-491. - -00	Tran To	-		-	
-491. - -00	Tran To			-	
-492. - -00	Tran To (use 492 for Tran within a Fund)			-	
Total Expenditures		68,364	5,500	73,864	
Total Change should = 0 >>			-		
Note: Total change should = 0, or Total Revenue change should match Total Expense change.					
Prepared By		Louise Kallstrom	Date	6/15/2018	
Approved by Elected Official or Department Head or County Administrator			Date	6/15/18	
Supp #16					

Supplemental Budget # FY2017-18

Fund Budget Must Balance To \$0.00

Department: Fund 1.10 General Fund

Department:		Fund 1.10 General Fund			
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget	
			+ = increase - = decrease		
Revenue					
-334.00-000-00		-	-	-	
-399.03-000-00	Assigned Fund Balance	-	-	-	
-399.03-000-00	Restricted Fund Balance	-	-	-	
	Total Resources	-	-	-	
Personal Services					
-490.00-105-00	Sal-Elected	-	-	-	
-490.00-110-00	Sal-Regular	-	-	-	
-490.00-130-00	Sal-Overtime	-	-	-	
-490.00-213-00	Ben-Health Ins	-	-	-	
-490.00-214-00	Ben-Life Ins	-	-	-	
-490.00-220-00	Ben- FICA 7.65%	-	-	-	
-490.00-230-00	PERS-County	-	-	-	
-490.00-260-00	Ben-Workers Comp	-	-	-	
-490.00-290-00	Ben-OR W/Comp Assessment	-	-	-	
	IGS - 3.10 Unemp Self Ins Reserve	-	-	-	
	Total Personal Services -	-	-	-	
Materials & Services					
-490.00-310-00	Pro Services-Training	-	-	-	
-490.00-416-00	Util-Cell Phone	-	-	-	
-490.00-581-00	IGS - Assigned Vehicles	-	-	-	
-490.00-600-00	Supplies-Office	-	-	-	
-490.00-602-00	Supplies-Uniforms	-	-	-	
-490.00-610-00	Supplies-Non-Capital	-	-	-	
1.10-413.90-490.00-615-00	Other Mat & Supplies	24,090	(1,500)	22,590	
-490.00-650-00	Dues & Memberships	-	-	-	
-490.00-824-00	IGS - 2.20 Occupancy	-	-	-	
	Total Materials & Services	24,090	(1,500)	22,590	
Debt, Capital, Transfers					
-490.00-847-00	Debt Interest Payments	-	-	-	
-490.00-849-00	Debt Principal Payments	-	-	-	
-490.00-849-00	Capital Outlay - Motor Vehicle	-	-	-	
-490.00-849-00	Capital Outlay	-	-	-	
1.10-490.10-491.01-411-10	Tran To-Commissioner 1.10-411.10	-	1,500	1,500	
-491. - -00	Tran To	-	-	-	
-492. - -00	Tran To (use 492 for Tran within a Fund)	-	-	-	
	Total Expenditures	24,090	-	24,090	
Total Change should = 0 >>					
Note: Total change should = 0, or Total Revenue change should match Total Expense change.					
Prepared By		Louise Kallstrom		Date	6/15/2018
Approved by Elected Official or Department Head or County Administrator				Date	6/15/18
Supp #16					

Supp #16

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018****PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@co.curry.or.us**

PROPOSED AGENDA ITEM TITLE: Authorize Roadmaster with signature authority rent to own one new Caterpillar Model CW16 Pneumatic Tire Roller with 11 tire arrangement and heavy ballast option.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: June 13th 2018 **DEPARTMENT:** Road **TIME NEEDED:** 15 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: Richard Christensen **PHONE/EXT:** 3393 **TODAY'S DATE:** 6/5/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) in the past Curry County rented a pneumatic tire roller every year it chip sealed for about \$10k. This year and future years we are planning to double the mileage being chipped sealed to 20miles. This rental would nearly double as well to about \$19k or \$20k. I propose we rent / lease to own the above new pneumatic tire roller at \$15.9k per year for 7 years after 7 years the County will own equipment outright and avoid future rental costs. It is and has been very difficult to acquire a rental pneumatic tire roller each summer as everyone is chip sealing then across the state / country at this time.

FILES ATTACHED:

- (1) Quote for outright purchase with NJPA contract pricing \$96,050.00
- (2) 7 year payment schedule with one \$15,899.95 payment due June 4th each year.
- (3) Caterpillar Finance Proposal with \$14,825.65 total interest over 7 years

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** **BOC MEETING** ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION



June 5, 2018

CURRY COUNTY ROAD DEPT.
28425 HUNTER CREEK ROAD
GOLD BEACH
Oregon
97444

Attention: RICHARD CHRISTENSEN

RE: Quote 152407-02

Dear Richard,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration. We would like to offer this proposal under the same terms and conditions as NJPA Contract 032515-Cat.

One (1) New Caterpillar Model: CW16 Pneumatic Tire Roller/11 Tire Arrangement With Heavy Ballast Option

STOCK NUMBER: NM76157 SERIAL NUMBER: OTL500212 YEAR: 2017 SMU: 0

MACHINE SPECIFICATIONS

CW16 PNEUMATIC COMPACTOR	445-5857	\$107,120.00
ENGINE, TIER 4F, STAGE 4	450-5016	\$0.0
OIL, HYD, FACTORY FILLED	445-5838	\$0.0
BASE, OPERATOR STATION	494-9335	\$0.0
SEAT, STD VINYL, BSC	499-1662	\$0.0
PRODUCT LINK, CELLULAR PL641	454-5454	\$870.00
TIRES, 9, 14PLY BIAS	445-5845	\$3,445.00
INSTRUCTIONS, NORTH AMERICAN	449-7668	\$0.0
ROPS	448-1921	\$1,410.00
SUN CANOPY FOR ROPS	448-1922	\$443.00
INSTALLATION, PRODUCT LINK	450-0334	\$0.0
BALLAST, 9.3 TONS	446-5567	\$6,580.00
MIRRORS, EXTERNAL	495-4363	\$254.00
LIGHTS, HALOGEN	445-6000	\$191.00
LANE 3 ORDER	0P-9003	\$0.0
PACKING, CONTAINER	0P-3762	\$0.0
HOLT OF TEXAS PDI		\$0.0
TIRES & FENDERS, 11 WHEEL	5460767	\$4,430.00

STANDARD EQUIPMENT

POWERTRAIN - Cat C3.4B ACERT engine - 100 HP/75 kW, four-cylinder turbo- - charged - Cat C4.4 ACERT engine - 100 HP/75 kW, four-cylinder turbo- - charged - Dual element cyclonic air cleaner - Fuel filter / water separator - Ultra clean fuel filter with

integrated - prime pump - Variable throttle control with ECO mode - Dual braking systems (service & parking) - Continuously variable hydrostatic - transmission with seamless shifting

ELECTRICAL - 12-volt electric starting - 55 - amp alternator

OTHER STANDARD EQUIPMENT - steel tire scrapers - Manual brake release - 9 wheel system - Transport tie-down and lift points - Power assisted steering - 92 gal (348 L) water tank capacity - Quick connect hydraulic pressure - test ports - SOS ports: - engine - hydraulic - coolant - Coco mats - Remote drains for all fluids

ELECTRICAL - One CAT maintenance free batteries - Roading lights - turn signals and low - beam forward facing lights - Rear backup light and stop indication - lamps - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product link ready -

OPERATOR ENVIRONMENT - LCD gage package - Suspension seat with oversized RH - arm rest - Rotating operators station - 2" wide seat belt - Vandalism protection - Power assisted steering -

FLUIDS - Premixed 50% concentration of extended - life coolant with freeze protection - to -37C (-35F) -

OTHER STANDARD EQUIPMENT - Locking fiberglass engine enclosure - Front wheel oscillation - Pressurized water system with - distribution bars over front and rear - tires and individual retractable -

SELL PRICE	\$125,949.39
EXTENDED NJPA DISCOUNT IN EXCESS -19% CAT CONTENT	(\$36,196.15)
PDI/CNPY/CTRWT INSTALL, MNL'S, ALL FRT, INST WLS/FNDR	\$6,296.76
NET BALANCE DUE	\$96,050.00
AFTER TAX BALANCE	\$96,050.00

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B/TERMS: Gold Beach, Oregon

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER

\$0.00

QUOTE SELL PRICE

\$96,050.00

ADDITIONAL CONSIDERATIONS

- Includes PDI/Install Of Canopy And Counterweight, Parts/Service/OMM Manuals, All Freight And Supply/Installation Of Two Extra Wheels And Fenders.

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,



Bill Dion-Watson
Governmental and Corporate Accounts Representative
Peterson CAT
(541) 740-1151
wgion-watson@petersoncat.com



Get to know us.

National Joint Powers Alliance®

National Joint Powers Alliance® (NJPA) is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits.

WHAT IS NJPA'S COOPERATIVE PURCHASING?

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enables members to legally purchase through our contract.

- NJPA has the legislative authority to establish contracts for government & education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members.
- Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process.

NJPA members save time and money while also avoiding the unpleasant experience of low bid, low quality responses.

WHAT PRODUCTS AND SERVICES DOES NJPA REPRESENT?

NJPA's vendors are industry-leading. Product and service solutions range from office supplies to heavy equipment and everything in between. Find a complete list of our current vendors on the back of this flyer, or visit www.NJPAcoop.org/search to learn more about our vendors.

HOW CAN MY AGENCY PARTICIPATE?

The first step to accessing products and services through NJPA is to join!

- Learn more at www.NJPAcoop.org/join.
- Membership is at no cost, liability or obligation.
- Your NJPA member ID # arrives via e-mail and additional information follows in the mail.

NJPA contracts have
streamlined our
purchasing process,
saving our district thousands
of dollars.

—School District Member

NJPA's expansive list of
vendors *filled in the*
gaps of our existing state
contracts.

—State Purchasing Officer

Using NJPA was seamless
and *satisfied our need*
to conduct a formal bid!

—University Member

NJPAcoop.org • 888-896-3950

Competitively Solicited National Cooperative Contract Solutions

NJPA
National Joint Powers Alliance®

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 596-6821

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
CURRY COUNTY - CW16 - 7YR GOV

Description of Unit: 1 Caterpillar CW16 serial # TL500212

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.05001%	Concluding Payment (*)
Jun-04-18	1	96,475.00	15,899.95	0.00	0.00	80,575.05
Jun-04-19	2	80,575.05	15,899.95	0.00	4,069.05	68,744.15
Jun-04-20	3	68,744.15	15,899.95	0.00	3,471.58	56,315.78
Jun-04-21	4	56,315.78	15,899.95	0.00	2,843.95	43,259.78
Jun-04-22	5	43,259.78	15,899.95	0.00	2,184.63	29,544.46
Jun-04-23	6	29,544.46	15,899.95	0.00	1,491.99	15,136.50
Jun-04-24	7	15,136.50	15,899.95	0.00	764.40	0.95
Jun-04-25	8	0.95	0.00	1.00	0.05	0.00
t o t a l			<u>111,299.65</u>	<u>1.00</u>	<u>14,825.65</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CURRY COUNTY - CW16 - 7YR GOV

Address
 City
 State
 Zip code
 County

Good if:

Acknowledged by Jul-04-18
 Funded by Jul-04-18

DEALER

PETERSON MACHINERY CO.
 Sales person BILL DION-WATSON
 Dealer contact
 Telephone

Quote number 596-6821
 Fax number
 Quote date 06/04/2018
 Quote time 21:20:16

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 7 Annual
 Payments in Advance

Quoted by swedbsr
 Report created by swedbsr

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	CW16	1000	1	96,050.00	96,475.00	15,899.95	1.00	5.0500

Special Conditions:

CW16
 Serial Number - TL500212, Model Year - 2017, Standard Environment; Major
 Attachments-Canopy/ROPS, Tires; Other Blades/Buckets/Rippers-NONE

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

CURRY COUNTY - CW16 - 7YR GOV

Date

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Authorize Roadmaster to purchase, with signatory authority, one new Caterpillar Model CW16 Pneumatic Tire Roller with 11 tire arrangement and heavy ballast option.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: June 20, 2018 **DEPARTMENT:** Road **TIME NEEDED:** 15 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** PRESENTATION

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: Richard Christensen **PHONE/EXT:** 3393 **TODAY'S DATE:** 6/12/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) In the past Curry County rented a pneumatic tire roller every year it chip sealed for about \$10k. This year and future years we are planning to double the mileage being chip sealed to 20 miles requiring an additional roller. This rental cost would nearly double as well to \$19k or \$20k. I propose we purchase the above new pneumatic tire roller for \$94,700.00 and avoid future rental costs. It has been very difficult to acquire a rental pneumatic roller each summer as everyone is chip sealing across the state/country at this time.

FILES ATTACHED:

- (1) Quote for outright purchase with NJPA contract pricing \$94,700.00.
- (2)
- (3)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** **BOC MEETING** ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION



QUOTE FORM

If the total Purchase for a product, service and/or equipment is over \$10,000 but does not exceed \$150,000 and the product or service is not available under an existing Mandatory Use Contract (i.e., ORPIN), the County must obtain at least three informal competitive

quotes, bids or proposals and document this process on the Quote Form. Note in Additional Info any single source vendors, "piggyback" contract numbers or non-responses. If the lowest bid is not the selected vendor, justification must be provided. Items such as shipping costs, payment terms and delivery time may be considered in determining a final award.

Person making Request: RICHARD CHAISTENSEN Department: ROAD

Description of Product or Service to be Performed/Equipment to be Purchased: (include quantity model/part)

ONE NEW CATERPILLAR MODEL: CW16 PNEUMATIC TIRE ROLLER
WITH 11 TIRE ARRANGEMENT & HEAVY BALLAST OPTION

Date: JUNE 5, 2018

Company: PETERSON - CAT

Contact: BILL DION - WATSON

Quote/Estimate \$ 94,700.00

Shipping/Handling \$ 0

Additional Info: NJPA COOPERATING
PURCHASING PER 5 YEAR PLAN
IN 2018-19 1.15 BUDGET CAP-
OUTLAY - HEAVY EQUIPMENT

Date:

Company:

Contact:

Quote/Estimate \$

Shipping/Handling \$

Additional Info:

Date:

Company:

Contact:

Quote/Estimate \$

Shipping/Handling \$

Additional Info:

AWARDED VENDOR

Company:

Lowest Bid: ☒ Yes ☐ No (explanation required)

NJPA CONTRACT NUMBER
032515-CAT



Cat® CW16

PNEUMATIC TIRE ROLLER

Top Features

The Cat® CW16 is a standard 9 wheel pneumatic roller with an option to increase to 11 wheels. Equipped with an efficient Cat engine, this machine delivers smooth, reliable compaction performance on asphalt and soft base materials.

- **Exceptional Visibility and Control** with a rotating operating station, LCD display and touch-pad machine functions. ROPS or Sun Canopy options are available.
- **Smooth Operating Powertrain** with Eco-mode, electronic propel control and smooth braking system. An exclusive two-speed hydrostatic propel system delivers excellent maneuverability with speeds up to 19 km/hr (12 mph). The system shifts smoothly between speed ranges while also providing the ability to coast for a fuel saving enhancement.

- **Versatile Compaction Performance** is offered by the flexible ballast options, and oscillating front wheels. Ballast options include steel, sand, and water, making it easy to adjust operating weights and match job site requirements. Oscillating front wheels deliver compaction across the entire machine width for excellent results.
- **Pickup Prevention** provided by the pressurized water spray system, wheel scrapers or cocoa mats, and optional heat retention aprons help keep asphalt and aggregates on the road surface where they belong.
- **Best Lifetime Value** delivered through Eco-mode, efficient engine, and exclusive propel control minimize life-time operating costs and maximize profit.

Specifications

Weights

	Operating Weights		Load per Wheel
CW16 w/Standard 9 Wheels			
Base machine	5200 kg	11,464 lb	0.58 mt
w/Water	8700 kg	19,180 lb	0.97 mt
w/Wet Sand	12 200 kg	26,896 lb	1.36 mt
w/Steel	8500 kg	18,739 lb	0.94 mt
w/Steel and Water	11 750 kg	25,904 lb	1.31 mt
w/Steel and Wet Sand	15 000 kg	33,069 lb	1.67 mt
CW16 w/11 Wheel Option			
Base machine	5300 kg	11,685 lb	0.48 mt
w/Water	8800 kg	19,400 lb	0.80 mt
w/Wet Sand	12 300 kg	27,117 lb	1.11 mt
w/Steel	8600 kg	18,960 lb	0.78 mt
w/Steel and Water	11 750 kg	25,904 lb	1.06 mt
w/Steel and Wet Sand	14 900 kg	32,849 lb	1.35 mt

Service Refill Capacities

CW16 w/C3.4B Engine		
Fuel tank	146 L	38 gal
DEF tank	19 L	5 gal
Cooling system	16.6 L	4.4 gal
Engine oil w/filter	6.5 L	1.7 gal
Hydraulic tank	31.9 L	8.4 gal
Water tank	348 L	92 gal
CW16 w/C4.4 Engine		
Fuel tank	146 L	38 gal
Cooling system	18.3 L	4.8 gal
Engine oil w/filter	9.5 L	2.5 gal
Hydraulic tank	31.9 L	8.4 gal
Water tank	348 L	92 gal

Engine – Powertrain

Cat C3.4B ACERT™ Engine*	75 kW	101.9 hp (M)	100.5 hp (I)

* Engine meets U.S. EPA Tier 4 Final and EU Stage IV emissions
* Turbo-charged

Number of cylinders	4
Rated speed	2200 rpm

Cat C4.4 ACERT Engine**	75 kW	101.9 hp (M)	100.5 hp (I)

** Engine meets emissions equivalent to U.S. EPA Tier 3, EU Stage IIIA, and China Stage III.

Number of cylinders	4
Rated speed	2200 rpm

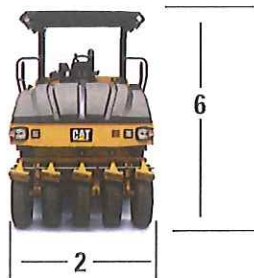
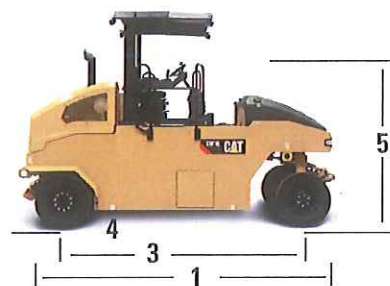
Travel Speed Ranges:

low	0 - 9 km/hr	6 mph
high	0 - 19 km/hr	12 mph



CW16 Pneumatic Tire Roller

Dimensions



1 Overall length	4290 mm	14' 1"
2 Compaction width		
9 wheel - Radial	1728 mm	68"
9 wheel - Bias	1754 mm	69"
11 wheel - Radial	2103 mm	83"
11 wheel - Bias	2132 mm	84"
Tire overlap - Radial	32 mm	1.25"
Tire overlap - Bias	36 mm	1.42"
3 Wheelbase	3340 mm	10' 11"
4 Ground clearance	267 mm	10.5"
5 Height (steering wheel)	2320 mm	91"
6 Height (ROPS)	3000 mm	9' 10"

Ground Contact Pressures

Weight per Wheel

CW16 Pneumatic Compactor				12-Ply 7.5 x 15 Radial Tire						14-Ply 7.5 x 15 Bias Tire									
Average Wheel Load	Tire Pressure		kPa	344	413	482	550	619	688	757	344	413	482	550	619	688	757	826	862
			psi	50	60	70	80	90	100	110	50	60	70	80	90	100	110	120	125
	545 kg 1,200 lb	GCP	kPa	236	266	284	306	317	317	344	243	266	284	295	317	330	344	359	367
			psi	34	39	41	44	46	46	50	35	39	41	43	46	48	50	52	53
	970 kg 2,145 lb	GCP	kPa	250	284	314	343	369	378	410	259	295	321	343	369	388	420	421	427
			psi	36	41	46	50	54	55	60	38	43	47	50	54	56	60	61	62
	1440 kg 3,180 lb	GCP	kPa	280	304	331	358	390	405	607	273	312	336	364	390	413	437	465	475
			psi	41	44	48	52	57	59	88	40	45	49	53	57	60	64	68	69

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

QEHQ1965-01(11-16)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, SAFETY.CAT.COM, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.





June 5, 2018

CURRY COUNTY ROAD DEPT.
28425 HUNTER CREEK ROAD
GOLD BEACH
Oregon
97444

Attention: RICHARD CHRISTENSEN

RE: Quote 152406-02

Dear Richard,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration. We would like to offer this proposal under the same terms and conditions as NJPA Contract 032515-Cat.

One (1) New Caterpillar Model: CW16 Pneumatic Tire Roller/11 Tire Arrangement With Heavy Ballast Option

STOCK NUMBER: NM76158 SERIAL NUMBER: 0TL500271 YEAR: 2017 SMU: 0

MACHINE SPECIFICATIONS

CW16 PNEUMATIC COMPACTOR	445-5857	\$107,120.00
ENGINE, TIER 4F, STAGE 4	450-5016	\$0.0
OIL, HYD, FACTORY FILLED	445-5838	\$0.0
BASE, OPERATOR STATION	494-9335	\$0.0
SEAT, STD VINYL, BSC	499-1662	\$0.0
PRODUCT LINK, CELLULAR PL641	454-5454	\$870.00
TIRES, 9, 14PLY BIAS	445-5845	\$3,545.00
INSTRUCTIONS, NORTH AMERICAN	449-7668	\$0.0
ROPS	448-1921	\$1,410.00
SUN CANOPY FOR ROPS	448-1922	\$443.00
INSTALLATION, PRODUCT LINK	450-0334	\$0.0
BALLAST, 9.3 TONS	446-5567	\$6,580.00
MIRRORS, EXTERNAL	495-4363	\$254.00
LIGHTS, HALOGEN	445-6000	\$191.00
LANE 3 ORDER	0P-9003	\$0.0
PACKING, CONTAINER	0P-3762	\$0.0
HOLT OF TEXAS PDI		\$0.0
TIRES & FENDERS, 11 WHEEL	5460767	\$4,430.00

STANDARD EQUIPMENT

POWERTRAIN - Cat C3.4B ACERT engine - 100 HP/75 kW, four-cylinder turbo- - charged - Cat C4.4 ACERT engine - 100 HP/75 kW, four-cylinder turbo- - charged - Dual element cyclonic air cleaner - Fuel filter / water separator - Ultra clean fuel filter with

integrated - prime pump - Variable throttle control with ECO mode - Dual braking systems (service & parking) - Continuously variable hydrostatic - transmission with seamless shifting

ELECTRICAL - 12-volt electric starting - 55 - amp alternator

OTHER STANDARD EQUIPMENT - steel tire scrapers - Manual brake release - 9 wheel system - Transport tie-down and lift points - Power assisted steering - 92 gal (348 L) water tank capacity - Quick connect hydraulic pressure - test ports - SOS ports: - engine - hydraulic - coolant - Coco mats - Remote drains for all fluids

ELECTRICAL - One CAT maintenance free batteries - Roading lights - turn signals and low - beam forward facing lights - Rear backup light and stop indication - lamps - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product link ready -

OPERATOR ENVIRONMENT - LCD gage package - Suspension seat with oversized RH - arm rest - Rotating operators station - 2" wide seat belt - Vandalism protection - Power assisted steering -

FLUIDS - Premixed 50% concentration of extended - life coolant with freeze protection - to -37C (-35F) -

OTHER STANDARD EQUIPMENT - Locking fiberglass engine enclosure - Front wheel oscillation - Pressurized water system with - distribution bars over front and rear - tires and individual retractable -

SELL PRICE	\$126,049.39
EXTENDED NJPA DISCOUNT IN EXCESS -19% CAT CONTENT	(\$36,195.44)
PDI, MANUALS, ALL FEIGHT, INSTALL WHEELS/FENDERS	\$4,846.05
NET BALANCE DUE	\$94,700.00
AFTER TAX BALANCE	\$94,700.00

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B/TERMS: Gold Beach, Oregon

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WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B/TERMS: Gold Beach, Oregon

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$0.00	\$94,700.00

ADDITIONAL CONSIDERATIONS

- Includes Parts/Service/OMM Manuals, All Freight And Supply/Installation Of Two Extra Wheels And Fenders.

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,



Bill Dion-Watson
Governmental and Corporate Accounts Representative
Peterson CAT
(541) 740-1151
wgion-watson@petersoncat.com

ACCEPTED BY CURRY COUNTY ROADMASTER
RICHARD CHAISTENSEN JULY 1ST 2018





Get to know us.

National Joint Powers Alliance®

National Joint Powers Alliance® (NJPA) is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits.

WHAT IS NJPA'S COOPERATIVE PURCHASING?

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enables members to legally purchase through our contract.

- NJPA has the legislative authority to establish contracts for government & education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members.
- Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process.

NJPA members save time and money while also avoiding the unpleasant experience of low bid, low quality responses.

WHAT PRODUCTS AND SERVICES DOES NJPA REPRESENT?

NJPA's vendors are industry-leading. Product and service solutions range from office supplies to heavy equipment and everything in between. Find a complete list of our current vendors on the back of this flyer, or visit www.NJPAcoop.org/search to learn more about our vendors.

HOW CAN MY AGENCY PARTICIPATE?

The first step to accessing products and services through NJPA is to join!

- Learn more at www.NJPAcoop.org/join.
- Membership is at no cost, liability or obligation.
- Your NJPA member ID # arrives via e-mail and additional information follows in the mail.

NJPA contracts have
*streamlined our
purchasing* process,
saving our district thousands
of dollars.

—School District Member

NJPA's expansive list of
vendors *filled in the
gaps* of our existing state
contracts.

—State Purchasing Officer

Using NJPA was seamless
and *satisfied our need*
to conduct a formal bid!

—University Member

NJPAcoop.org • 888-896-3950

Competitively Solicited National Cooperative Contract Solutions

NJPA
National Joint Powers Alliance®

Establishing an alliance between buyers and suppliers



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Competitively Solicited National Cooperative Contract Solutions

NJPA AWARDED
CONTRACTS

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Harbor Paving 2018 – Bid Award with signatory authority to Roadmaster.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a:6-20-18 **DEPARTMENT**:Road **TIME NEEDED**: 5 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** PRESENTATION

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON:Richard Christensen **PHONE/EXT**: 3393 **TODAY'S DATE**:6/6/18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

Project advertised in Coastal Pilot and Daily Journal of Commerce. One bid received – recommend bid award to Tidewater Contractors for \$397,362.50. Award amount within budget.

FILES ATTACHED:

(1) Project Bid History & Summary

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☒ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION

HARBOR PAVING 2018

Received Bid Results

June 5th, 2018

Bids Due @ 11:00:00 A.M.

QUOTE SUMMARY

Company	Total Price
<u>Tidewater Contractors, Inc.</u>	<u>\$397,362.50</u>

Advertisement for bids was placed on the County website on May 23, 2018, Coastal Pilot and in the Daily Journal of Commerce.

Bid Proposals were mailed to contractors known to be able to perform the work - Tidewater Contractors, Inc. and Knife River Construction.

No other inquiries were made from other contractors.

One Bid was submitted by Tidewater Contractors for the proposed price of \$397,362.50.

Engineers estimated range: \$350,000.00 - \$500,000.00.

Bid is within Estimate and Budgeted amount and award is recommended with signatory authority to the Roadmaster.

Jerry Story

Contract Officer

PROPOSAL

TO CURRY COUNTY BOARD OF COMMISSIONERS

The undersigned as bidder declares that the only person or parties interested in this proposal, as principals, are those named therein; that the Bidder's proposal is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the Specifications and Special provisions and that he proposes and agrees, if the Bidder's proposal is accepted, that the Bidder will contract with Curry County to furnish the services and materials as specified, in the manner and the time herein prescribed and according to all the requirements set forth, and that the Bidder will accept as full payment therefore the amount earned under the Contract as computed, in the manner described in the Specifications, from the quantities of the various classes of work performed and the respective unit price as said prices are set out in the following Bid Schedule.

ALL PROPOSALS SHALL GIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES PROVIDED.

The following prices, to-wit:

Bid Schedule

HARBOR PAVING, 2018

OLSEN LANE

Item No.	Pay Item	Unit of Measurement	Quantity	Unit Price	Total Price
1	Level 3, 1/2" ACP Mixture (HMAC)	Ton	985	\$ 95 ⁰⁰	\$ 93,575 ⁰⁰
2	Level 2, 1/2" ACP Mixture (HMAC)	Ton	120	\$ 130 ⁰⁰	\$ 15,600 ⁰⁰
3	Cold Plane Pavement Removal	Per Square Foot	9,900	\$.25 ⁰⁰	\$ 2475 ⁰⁰
4	Temporary Flexible Pavement Markers	Each	226	\$ 2.00	\$ 452 ⁰⁰
5	Striping	Per Lineal Foot	11,400	\$.45	\$ 5130 ⁰⁰

6	Temporary Protection and Direction of Traffic "TPDT"	Lump Sum		\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
				Total Bid	\$ 122,232 ⁰⁰

OCEANVIEW DRIVE

Item No.	Pay Item	Unit of Measurement	Quantity	Unit Price	Total Price
1	Level 3, 1/2" ACP Mixture (HMAC)	Ton	2,226	\$ 95 ⁰⁰	\$ 211,470
2	Level 2, 1/2" ACP Mixture (HMAC)	Ton	260	\$ 130 ⁰⁰	\$ 33,800 ⁰⁰
3	Cold Plane Pavement Removal	Per Square Foot	2350	\$.25	\$ 587.50
4	Temporary Flexible Pavement Markers	Each	580	\$ 2.00	\$ 1160 ⁰⁰
5	Striping	Per Lineal Foot	29,140	\$.45	\$ 13,113 ⁰⁰
6	Temporary Protection and Direction of Traffic "TPDT"	Lump Sum		\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
				Total Bid	\$ 275,130 ⁵⁰

TOTAL BID AMOUNT ALL ITEMS \$ 397,362.50

In case of discrepancy between unit prices and totals, the unit price will prevail.

Accompanying this proposal is a bid bond, cashier's check or a certified check payable to Curry County for the sum of dollars (\$ _____), said amount to be in the amount of ten percent (10%) of the total of the bid.

Tidewater Contractors Inc
Name of Contractor

PO Box 1956
Street Address or P.O. Box

Brookings OR 97415
City State Zip

By David Baldwin
Signature
David Baldwin
Secretary/Treasurer
Print Name / Title

Federal Tax Identification Number 93-0705433

Tidewater Contractors, Inc will comply with the provisions of ORS 279C.840.
Contractor

Subscribed and sworn to before me this 5 day of June, 2018.

Cristina Ochoa Oregon
Notary Public State

My Commission Expires: March 16, 2019



RESIDENCY INFORMATION FORM

1. CHECK ONE: Bidder is

☒ a resident bidder
☐ a non-resident bidder

2. If a resident bidder, enter your Oregon business address:

16156 Hwy 101 South
Brookings, OR 97415

3. If a non-resident bidder, enter state of residency:

4. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in the award of contracts with your state or with government bodies in your state?

☐ Yes
☐ No

- a. If yes, state the law or regulation (legal citation preferred).

- b. Percentage of preference _____%

- c. If yes, and the preference is not a percentage of bid price, describe the preference.

Construction Contractors Board Registration Number

29995

NON-COLLUSION AFFIDAVIT

STATE OF Oregon

COUNTY OF Curry

I state that I am Sec/Treasurer of Tidewater Contractors, Inc
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

(1) 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 the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) The bid of my firm 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 non-competitive bid.

(5) Tidewater Contractors, Inc, its affiliates,
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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 the attached appendix.

I state that Tidewater Contractors, Inc understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be

treated as fraudulent concealment from the County of the true facts relating to the submission of bids for this contract.

David Baldwin
Authorized Signature

David Baldwin
Secretary/Treasurer

Print Name / Title

Tidewater Contractors, Inc
Company

Subscribed and sworn to before me this 5 day of June, 2018.

Cristina Ochoa
Notary Public

Oregon
State

My Commission Expires March 16, 2019.



SUBCONTRACTOR NON-DISCRIMINATION

I Dave Baldwin, have read, understand, and will fully
(Print Name)
comply with ORS 279A.110 entitled; Discrimination in subcontracting prohibited; remedies.

Dave Baldwin
Signature

6-5-2018
Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: HARBOR PAVING - 2018
Bid Closing Date: June 5th, 2018
Name of Bidding Contractor: Tidewater Contractors, Inc
Contact Name: Cassie Fitzhugh
Phone Number: 541-469-5341
Email Address: cfitzhugh@twcontractors.com

☐ 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
<u>Apply A Line, LLC</u>	<u>14,713.40</u>
Category or Work	
<u>Pavement Markings</u>	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

CURRY COUNTY ROAD DEPARTMENT

BID BOND

KNOW'ALL MEN BY THESE PRESENTS, that Travelers Casualty and Surety Company of America

a surety company duly organized under the laws of the State of Connecticut,

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut, and authorized to do business in the State of Oregon is held and firmly bound unto the County of Curry, in the full sum of ten (10) percent of the total amount of the bid for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Tidewater Contractors, Inc.
(Bidder)

is herewith submitting its bid for the following work, to wit:

Harbor Paving 2018

said bid, by this reference being made a part hereof;

NOW THEREFORE, if the said bid submitted by the said bidder be accepted by the Curry County Board of Commissioners, and the contract for said work be awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond as required by the Board of Commissioners within the time fixed by the Board of Commissioners, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 5th day of June, 2018.

Travelers Casualty and Surety Company of America
(Surety Company)

Gail A. Price, Attorney-in-fact

(Name)



(Signature)

1201 SW 12th Ave., #500

(Address)

Portland, OR 97205

(City)

(State)

(Zip)

503-224-2500

(Phone)

503-224-9830

(Fax)

PROPOSAL – HARBOR PAVING - 2018

PAGE 31



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gail A. Price, of Portland, Oregon, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

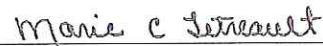

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of June, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

LABOR NONDISCRIMINATION

I, Dave Balderni, certify by entering into this Contract that
(print name)

the Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

Dave Balderni
Signature

6-5-2018
Date

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Chip Rock Quote 2018 – Quote Award with signatory authority to Roadmaster.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a:6-20-18 **DEPARTMENT**:Road **TIME NEEDED**: 5 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** PRESENTATION

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON:Richard Christensen **PHONE/EXT**: 3393 **TODAY'S DATE**:6/14/18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

Quote requests were sent to four (4) suppliers May 8th, 2018, due back May 31st, 2018, with one (1) response for partial supply of materials. Recommend awarding to Tidewater Contractors, Inc. for award amount of \$14,400.00.

FILES ATTACHED:

(1) Project Quote Request History & Summary

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☒ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

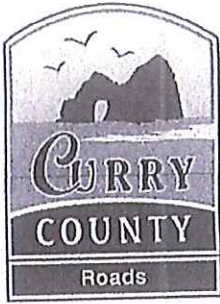
☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ APPROVED FOR BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION



Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Richard Christensen
Roadmaster

Phone (541) 247-7097
Fax (541) 247-7804

Tidewater Contractors, Inc.
P.O. Box 1956
Brookings OR, OR 97415

May 8th, 2018

Please find enclosed a **Request For Price Quote** for your consideration. All Price Quotes must be received by 4:00 PM, Thursday, May 31st, 2018. Faxed or e-mailed quotes will be accepted.

We look forward to receiving your quote.

If you have any questions about this quote request please don't hesitate to contact me at the Curry County Road Department Offices at (541) 247-7097 or by e-mail at storyj@co.curry.or.us.

Respectfully:

Jerry Story

Contracting Officer

RECEIVED
MAY 14 2018
TIDEWATER
CONTRACTORS, INC.



Curry County Road Department

28425 Hunter Creek Road

P.O. Box 746

Gold Beach, OR 97444

Richard Christensen
Roadmaster

Phone (541) 247-7097
Fax (541) 247-7804
Email: christensenr@co.curry.or.us

REQUEST FOR PRICE QUOTE CHIP SEAL AGGREGATE May 8th, 2018

The Curry County Road Department is soliciting price quotes for chip seal aggregate as detailed below. If you are interested, have your written response in by 4:00 P.M., Thursday, May 31st, 2018. Faxed or emailed quotes will be accepted.

Specifications

The aggregate shall meet the specifications detailed in Section 00710.10 of the "2018 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation. The aggregated size designation shall be Single Size Medium 3/8"- 1/4" as shown on the gradation chart below.

The aggregate shall be clean. Unless all dirt, dust, clay and other objectionable matter is completely removed by dry screening, the aggregates shall be made clean by washing and/or by eliminating from the quarry rock or pit run product, or from the product of the crusher, the smaller sized rock or gravel with which the dirt, clay and other objectionable matter is combined.

Price, availability, location and material quality will be the criteria used in deciding the aggregate to be purchased by the County.

Curry County will furnish a loader and operator for stockpiling at each site.

The aggregate must be available for County use by July 6th, 2018.

Grading Requirements

Single Size Medium

3/8"- 1/4"

Percentage Passing

Sieve
Sizes

3/8"- 1/4"

1/2"

100

3/8"

85-100

1/4"

0-15

No. 30

0-2

No. 200 (wet)

0-1

CHIP SEAL AGGREGATE PRICE QUOTE

The undersigned proposes to furnish the aggregate described in the Request For Price Quote - Chip Seal Aggregates dated May 8th, 2018, for the prices listed below. The County reserves the right to make adjustments in quantities.

Sixes River Road

1,820 Tons 3/8"-1/4"

Price/Ton at Plant _____

920 Tons 3/8"-1/4"

Price/Ton delivered to
stockpile site at the North County Shop
Yard - County Shop Road _____

900 Tons 3/8" - 1/4"

Price/Ton delivered to mile point 6.07
stockpile site on Sixes River Road _____

Ophir Road

700 Tons 3/8"-1/4"

Price/Ton at Plant _____

700 Tons 3/8"-1/4"

Price/Ton delivered to
stockpile site at mile
point 322.25 Hwy 101
(ODOT stockpile site) _____

South Bank Chetco River Road

450 Tons 3/8"-1/4"

Price/Ton at Plant \$26.00

450 Tons 3/8"-1/4"

Price/Ton delivered to
stockpile site at mile point 3.23 South Bank
Chetco River Road \$32.00
(Freeman stock site)

Plant Location

Southbank Smith River

Company

Tidewater Contractors, Inc

Address

PO Box 1956 ~ 16156 Hwy 101 So Brookings, OR 97415

Signature

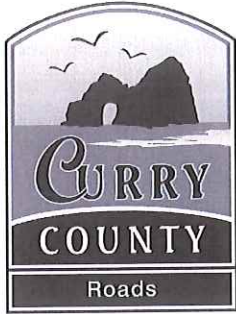
Title

Sec/Treasurer

Dain Ballum

Date

05/31/18



Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Richard Christensen
Roadmaster

Phone (541) 247-7097
Fax (541) 247-7804

CHIP ROCK QUOTE REQUEST – 2018

DA-TONE Rock Products
P.O. Box 1597
Brookings OR, OR 97415

Freeman Rock Enterprise, Inc.
P.O. Box 1218
Brookings, OR 97415

Tidewater Contractors, Inc.
P.O. Box 1956
Brookings, OR 97415

Knife River Materials – Coast Division
P.O. Box 1720
Coos Bay, OR 97420

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: County Building Services

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06.20.2018 **DEPARTMENT:** Community Development

TIME NEEDED: 10 minutes

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 06.14.2018

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1) Staff report

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☒ Other : If authorized, Board members and County Counsel need to sign two copies of the agreement. Originals should be returned to Carolyn Johnson for transmittal to the City of Brookings for signature by the City Manager.

Phone: Carolyn can be reached at 541-247-3228.

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** BOC MEETING ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: OTHER

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing an Inter-)
Governmental Agreement)
Between Curry County and City)
Of Brookings for Building Official)
Services)

ORDER NO. _____

WHEREAS, the County has need of a Building Official to perform inspections, plan checks and technical matters; and

WHEREAS, the City of Brookings is willing to provide building inspection services for up to six hours a week; and

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS to approve the attached Intergovernmental Agreement, "Attachment A", which is incorporated with this Order, beginning July 2, 2018 for one year.

DATED this 20th day of June, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Sue Gold, Chair

John Hutt
Curry County Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner



Board of Commissioners Agenda Report

Meeting Date: June 20, 2018

Prepared by: Carolyn Johnson, Community Development Director

Subject: County Building Services

Summary: The County is currently advertising for a Building Official position. Pending the hiring of a new Building Official, a transition team has been assembled to cover the duties of the Building Official position. This team includes three former Building Officials (two previously acted as BO for the County) who will be working 19 hours a week (each) to cover inspections, plan check and technical matters. One of the three will be named as the Building Official until the position is filled. To round out the transition team, staff has been working with the City of Brookings on an intergovernmental agreement (attached) for building inspection services from the City for up to six hours a week. It is recommended the Board approve the IGA.

Should additional resources be required, the County and the State Building Services Division have an intergovernmental agreement for building services on an as needed basis; so this agency is also a resource for building services.

With Board and Brookings City Council authorization of the IGA and the services available as noted above, building services will continue uninterrupted.

The Building division budget funding available for the Building Official position will be utilized for funding of the irregular positions and IGA services with the City of Brookings and potentially the state. A budget adjustment to re-allocate funds may be necessary for the transition team is effort.

Staff will report back to the Board as to the progress hiring a Building Official by August 15, 2018.

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR BUILDING SERVICES BETWEEN THE COUNTY OF CURRY COUNTY AND THE CITY OF BROOKINGS

I. INTRODUCTION

The Parties to this Intergovernmental Agreement (IGA) are the City of Brookings, Municipal Corporation of the State of Oregon, and Curry County, Oregon, a political subdivision of the State of Oregon.

This Agreement is entered into under authority of ORS 190.010 for the purpose of the City of Brookings providing professional building inspection services to Curry County. This agreement replaces any previous intergovernmental agreement concerning this subject between the parties.

II. GENERAL PROVISIONS

A. Definitions as Used in this Agreement

"Board of Commissioners or Board" means the Curry County Board of Commissioners.

"Building Official" means the Brookings Building Official.

"City" means the City of Brookings City Manager.

"City Building Inspector" means the Brookings Building Official.

"Community Development Director" means the Community Development Director by Curry County.

"County" means Curry County, a political subdivision of the State of Oregon.

"County Administrator" means the Curry County Administrator.

"IGA" means Intergovernmental Agreement or Agreement.

B. Authority

The Board hereby designates the Community Development Director to:

1. Administer this IGA and
2. With the concurrence of the County Administrator, extend the IGA terms when s/he finds the extension to be necessary and the City and the County mutually agree upon the extension under the terms of Section VI.

3. Revise the IGA scope of work when s/he finds the extension to be necessary consistent with the terms outlined in Section VII.

III. PARAMETERS OF THIS AGREEMENT

The City and County agree that:

1. The City will provide, under the direction of the Building Official, residential plumbing, and commercial structural, conventional framed residential, manufactured and residential mechanical inspection services upon a 24 hour notice from the County. The service area is generally from Parkview Drive to the California border. Other areas may be considered at the discretion of the Building Official.
2. The Building Inspector will be available up to six (6) hours a week.

IV. COMPENSATION TO BE PROVIDED BY THE COUNTY

The billing rate for services provided by the Building Inspector is \$55.00/hour for the services described in Section III.

V. OTHER PROVISIONS

A. City Building Inspector employment Status While Serving the County

1. The City Building Inspector is not an employee of the County for purposes of compensation, benefits or other personnel related matters.
2. The Building Inspector is covered by the City's liability insurance and worker's compensation insurance.

B. Files and Records

1. The County will provide the City Building Inspector with a copy of all application forms, report forms, and other related materials to be used in the conduct of building inspections.
2. Except as otherwise provided, all original files and records related to the County's Building Permit applications shall be retained in files at the County offices for the term of the agreement.

VI. TERM AND TERMINATION

A. Term

1. This agreement shall commence on July 2, 2018 for a period of one (1) year; this term may be renewed annually by the City Manager and County Administrator or his/her designee. This agreement supersedes any prior agreement between both parties for Building services.
2. The agreement time commitment may be extended subject to the terms noted in Section III for a period of time mutually agreeable to the City Manager and the County Administrator.
3. The Agreement may be terminated by either party thirty (30) working days following notification as specified in a. below under the following procedure:
 - a. the party requesting termination shall notify the other party in writing of its intention to terminate; and
 - b. upon termination of the agreement by party, any files, records and correspondence related to applications shall be returned to the County.
 - c. termination shall not prejudice any rights of the parties that have accumulated prior to the effective date of termination.

VII. MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by the parties.

The Community Development Director may authorize a modification to this agreement related to the scope of building services noted in Section III. Modification of the scope of services is limited to additional types of building inspection services not specified in Section III.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement.

VIII. INDEMNIFICATION

County shall hold harmless, defend and indemnify the City and its officers, employees, and agents for any and all claims, suits or actions arising out of work that the City performs for the County under this agreement. County shall name the City as an additional insured for work performed under this agreement.

IN WITNESS WHEREOF, this Intergovernmental Agreement between the City of Brookings and Curry County is signed and executed this 20th day of June, 2018.

Gary Milliman
City Administrator
City of Brookings

Date _____

Sue Gold
Board of Commissioners Chairperson

Date _____

Tom Huxley
Board of Commissioners Vice-Chair

Date _____

Court Boice
Board of Commissioners

Date _____

Approved as to form:

John Hutt
Curry County Counsel

Date _____

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: 4-H and Extension Service District Budget Adoption Resolution and Appropriations

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY RESOLUTION**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: **See note below**

CONTACT PERSON: Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 06/15/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Resolution to Adopt the 2018-2019 Curry County 4-H and Extension Services District Budget for fiscal year beginning July 1, 2018.

FILES ATTACHED:

- (1) Resolution
- (2)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO:

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT BOARD OF COMMISSIONERS will be held on June 20, 2018 at 10:00 AM at COMMISSIONERS HEARING ROOM, 94235 Moore Street, Gold Beach, OR 97444. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2018 as approved by the Curry County Public Transit Service District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Curry County Clerk's Office, between the hours of 9:00 a.m. and noon and 1:00 - 4:00 p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year.

Contact: Louise Kallstrom, Curry County Accountant

Telephone: 541-247-3232 Email: kallstroml@co.curry.or.us

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount Year 2016-17	Adopted Budget Year 2017-18	Approved Budget Next Year 2018-19
Beginning Fund Balance/Net Working Capital	3,518	2,800	4,540
Federal, State and All Other Grants, Gifts, Allocations and Donations	529,460	516,257	685,537
All Other Resources Except Property Taxes	33,647	60,200	60,200
Property Taxes Estimated to be Received			
Total Resources	566,625	579,257	750,277

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services			
Materials and Services	403,254	481,507	427,697
Capital Outlay	157,000	97,750	322,580
Unappropriated Ending Balance and Reserved for Future Expenditure			
Total Requirements	560,254	579,257	750,277

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program FTE for that unit or program			
2.39 Curry County Public Transit Service District	560,254	579,257	750,277
FTE			
Total Requirements	560,254	579,257	750,277
FTE	0.00	0.00	0.00

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

No changes in activities or sources of funding. The primary source of funds are Federal transportation grants passing through Oregon Department Of Transportation - Public Transit Division. The Secondary source is State general funds passing through the State ODOT - PTD.

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit \$0.00 per \$1,000)	0	0	0

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
Total	\$0	\$0

**BEFORE THE BOARD OF COMMISSIONERS FOR CURRY COUNTY
STATE OF OREGON
ACTING AS THE GOVERNING BODY OF THE
CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT**

In the matter of Adopting, Making Appropriations,)
And Imposing and Categorizing Taxes for the)
Fiscal Year 2018-19 Budget for the Curry)
County 4-H and Extension Service District) RESOLUTION NO. _____

Whereas, ON June 20, 2018 the Governing Body of the Curry County 4-H and Extension Service District (District) met to hear public comment on the 2018-2019 budget for the Curry County 4-H and Extension Service District, as approved by its Budget Committee, which has been published according to law; and,

WHEREAS, that budget requires an ad valorem property tax rate on all property within the district in the amount of \$0.1021 per thousand dollars of assessed value,

BE IT RESOLVED that the Governing Body of the Curry County 4-H and Extension Service District hereby adopts the budget for fiscal year 2018-2019 in the sum of \$808,798 now on file at the Curry County Extension Service Office; and

BE IT FURTHER RESOLVED that the following appropriations are made for the Curry County 4-H and Extension Service District for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019:

<u>General Fund</u>	<u>Appropriation</u>
Materials & Services	\$328,163
Capital Outlay	\$ 500
Contingencies	<u>\$ 32,816</u>
TOTAL APPROPRIATIONS ALL FUNDS	\$361,479
 Total Unappropriated & Reserve Amounts:	 <u><u>\$447,319</u></u>
 Total Adopted Budget, All Funds:	 \$808,798

AND, BE IT FURTHER RESOLVED that the Governing Body of the Curry County 4-H and Extension Service District hereby imposes taxes as provided for in the adopted budget at the rate of \$0.1021 per \$1000 of assessed value for operations; and that these taxes are hereby imposed for the tax year 2018-2019 upon the assessed value of all taxable property within the boundaries of the District and are categorized as follows:

	General	Excluded from
	<u>Government</u>	<u>Limit</u>
Permanent Rate Tax	\$0.1021/\$1000	
Totals	<u>\$0.1021/\$1000</u>	

DATED this 20th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
CURRY COUNTY, OREGON, ACTING AS THE
GOVERNING BODY OF THE 4-H AND
EXRENSION SERVICE DISTRICT

Sue Gold, Chair

Tom Huxley, Vice Chair

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: CCPTSD Budget Adoption Resolution and Appropriations

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** RESOLUTION

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: **See note below**

CONTACT PERSON: Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 06/15/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Resolution to Adopt the 2018-2019 Curry County Public Transit Services District Budget for fiscal year beginning July 1, 2018.

FILES ATTACHED:

- (1) Resolution
- (2)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda**
because *Clark Schroeder*

ASSIGNED TO:

IN THE MATTER OF ADOPTING THE)
2018-2019 FISCAL YEAR BUDGET) **RESOLUTION**

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2018, and for the purposes shown are hereby appropriated as stated.

Materials and Services	\$427,697
Capital Outlay	\$322,580

Dated this 20th day of June 2018.

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT
BOARD OF DIRECTORS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Hutt
Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Budget Adoption Resolution and Appropriations

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** RESOLUTION

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: See note below

CONTACT PERSON: Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 06/15/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Resolution to Adopt the 2018-2019 Curry County Budget for fiscal year beginning July 1, 2018.

FILES ATTACHED:

- (1) Resolution
- (2) Exhibit A

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda**
because *Clark Schroeder*

ASSIGNED TO:

IN THE MATTER OF ADOPTING THE)
2018-2019 FISCAL YEAR BUDGET) **RESOLUTION**

John Hutt
Curry County Counsel

ADOPTED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>	<u>Personal</u> <u>Services</u>	<u>Materials &</u> <u>Services</u>	<u>Capital</u> <u>Outlay</u>	<u>Debt</u> <u>Service</u>	<u>Interfund</u> <u>Transfers</u>	<u>Operating</u> <u>Contingencies</u>	<u>Other</u> <u>Expenses</u>	<u>18/19 Total</u> <u>Adopted</u>
	Board of Property Tax Appeals	2,969	1,188	-	-	-	-	-	4,157
	Non-Departmental	17,171	1,079,000	-	-	-	-	-	1,096,171
	Elections	183,881	57,125	-	18,162	-	-	-	259,168
	Treasurer's Office	101,665	17,016	-	-	-	-	-	118,681
	Tax Collection	80,900	61,009	-	-	-	-	-	141,909
	Assessor	536,767	179,240	-	-	-	-	-	716,007
	GIS	-	24,008	-	-	-	-	-	24,008
	District Attorney	308,989	100,276	-	-	-	-	-	409,265
	Recording	154,117	26,362	-	-	-	-	-	180,479
	Comm Dev-Planning	106,073	21,559	-	-	-	-	-	127,632
	Surveyor	61,224	12,251	-	-	-	-	-	73,475
	Sheriff	3,273,348	1,254,381	-	-	-	-	-	4,527,729
	Juvenile	404,431	111,371	-	-	-	-	-	515,802
	Emergency	74,831	43,172	-	-	-	-	-	118,003
	Solid Waste	18,029	2,815	-	-	-	-	-	20,844
	Veterans	78,564	32,157	-	-	-	-	-	110,721
	Other Requirements	-	37,384	25,000	-	291,800	120,000	-	474,184
	General Fund Total Appropriations	5,402,959	3,060,314	25,000	18,162	291,800	120,000	-	8,918,235
									-
	Commissioners Fund	116,264	8,350	-	-	-	-	-	124,614
	Road Department Fund	1,646,105	2,238,012	1,510,000	-	-	250,000	-	5,644,117
	Roadside Improvement Fund	-	-	-	-	-	-	-	-
	Court Mediation Fund	-	19,750	-	-	-	-	-	19,750
	Bike & Footpath Fund	-	7,500	-	-	-	9,460	-	16,960
	Clerk's Reserve Fund	-	54,100	-	-	4,000	-	-	58,100
	Cornerstone Preservation Reserve Fund	-	-	-	-	40,000	101,000	-	141,000
	State Court Security Fund	-	-	262,000	-	-	-	-	262,000
	Law Library Fund	12,755	9,245	-	-	-	-	-	22,000
	Economic Development Fund	51,260	51,290	-	-	-	-	-	102,550
	Sheriff's Special Revenue Funds	729,654	268,972	54,480	-	-	25,000	-	1,078,106
	Brookings Airport Fund	-	25,200	-	-	-	-	-	25,200
	Pt Orford Landfill Trust Fund	-	34,600	36,000	-	-	169,400	-	240,000
	Towers Maintenance Fund	-	87,846	21,584	-	-	-	-	109,430
	County Parks Fund	89,494	72,395	-	-	37,500	15,000	-	214,389
	Victims' Assistance Fund	105,886	13,339	-	-	-	-	-	119,225
	Child Advocacy/ Crisis Assessment	26,798	41,541	-	-	-	-	-	68,339

ADOPTED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>							<u>18/19 Total</u>
	<u>Personal</u> <u>Services</u>	<u>Materials &</u> <u>Services</u>	<u>Capital</u> <u>Outlay</u>	<u>Debt</u> <u>Service</u>	<u>Interfund</u> <u>Transfers</u>	<u>Operating</u> <u>Contingencies</u>	<u>Other</u> <u>Expenses</u>	<u>Adopted</u>
County Fair Fund	104,809	304,937	-	-	-	-	-	409,746
Community Development Fund	220,572	65,008	-	-	-	-	-	285,580
Public Health Fund	102,890	360,469	-	-	-	-	-	463,359
Administrative Services Fund	680,369	475,450	27,000	-	7,500	-	-	1,190,319
General Services Fund	-	278,841	-	-	-	64,755	-	343,596
Vehicle Replacement Fund	-	3,137	120,098	-	-	-	-	123,235
Road Capital Improvement Fund	-	6,790,989	-	-	2,818,277	-	-	9,609,266
Cable TV Peg Access Fund	-	-	13,000	-	-	-	-	13,000
Construction Projects Fund	56,988	55,821	50,000	16,710	-	26,553	-	206,072
Federal Grants Fund	29,178	356,702	1,400,000	-	-	-	-	1,785,880
State and Other Grants Fund	112,185	3,406	150,000	-	-	-	-	265,591
General Equipment Self-Insurance Fund	-	40,000	-	-	-	-	-	40,000
Road Equipment Self-Insurance Fund	-	1,164,000	-	-	-	-	-	1,164,000
Unemployment Self Ins Reserve Fund	-	193,874	-	-	-	-	-	193,874
PERS Expense Reserve Fund	-	220,000	-	-	-	-	-	220,000
County Schools Fund	-	-	-	-	-	-	1,000,000	1,000,000
Title III Reserve Fund	-	304,701	-	-	876,299	-	-	1,181,000
Other Funds Total Appropriations	4,085,207	13,549,475	3,644,162	16,710	3,783,576	661,168	1,000,000	26,740,298
County Total Appropriations	9,488,166	16,609,789	3,669,162	34,872	4,075,376	781,168	1,000,000	35,658,533

Footnote: The following is a listing of the budgeted ending fund balances for the 2018-2019 fiscal year. These amounts are a part of the 2018-2019 fiscal year budget, but are not appropriated. There is no spending authority given to "reserve for future expenditure".

Road Department Fund	1,222,000	Roaside Improvement	22,608
Clerk's Reserve	90,000	Economic Development Fund	-
Pt Orford Landfill Trust	75,000	Towers Maintenance Fund	104,222
County Fair Fund	75,000	Vehicle Replacement Fund	63,765
Road Capital Improvement Fund	17,762,734	Cable TV Franchise Fund	-
Total Reserve for Future Expenditure			19,415,329
General Fund Total Resources	8,918,235	Total County Budget for Fiscal 2018/2019	55,073,862
Road Funds Resources	35,424,725		-
Other Non-General Fund Total Resources	10,730,902		

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Resolution Impose and Categorize Tax 2018-2019
Fiscal Year

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** RESOLUTION

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: **See note below**

CONTACT PERSON: Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 06/15/18

BRIEF BACKGROUND OR NOTE: (if no memo attached) Resolution to Impose and Categorize the 2018-2019 Curry County Property Tax for fiscal year beginning July 1, 2018.

FILES ATTACHED:

- (1) Resolution
- (2)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda**
because *Clark Schroeder*

ASSIGNED TO:

IN THE MATTER OF CATERORIZING)
AND IMPOSING PROPERTY TAXES) **RESOLUTION**
FOR THE 2018-2019 FISCAL YEAR)

John Hutt
Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Revision 3-22-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC OFFICE@CO.CURRY.OR.US

PROPOSED AGENDA ITEM TITLE: Hearing on Lucas Lane Nuisance Allegations

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** BOC/Legal **TIME NEEDED:** 20 mins

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** PUBLIC HEARING

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: J.Huttl **PHONE/EXT:**3218 **TODAY'S DATE:** 06/14/2018

BRIEF BACKGROUND OR NOTE: (If no memo attached) Files Attached

FILES ATTACHED:

- (1) Memorandum and Photographs
- (2) Proposed Order to Abate
- (3)

INSTRUCTIONS ONCE SIGNED:

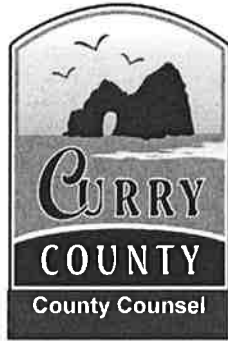
- ☐ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR 06/20/2018 BOC MEETING** ☐ Not Approved for BOC Agenda
because

ASSIGNED TO: PUBLIC HEARING



MEMORANDUM

FROM John R. Hutt, Curry County Counsel

TO Curry County Board of Commissioners

RE: Lucas Lane Nuisance Abatement Hearing

DATE: June 14, 2018

INTRODUCTION

On June 20, 2018, the Board will hold a hearing to determine whether there exists a public nuisance at 97959 Lucas Lane in Harbor; and if so, what the remedy should be.

The Board has previously been briefed on the County's nuisance standards, and remedies therefore. See e.g.; Memorandum to Board re Hamilton Lane. This memorandum incorporates the pertinent discussion in that memo by reference.

This Memorandum recommends the Board declare a nuisance at 97959 Lucas Lane, and impose the remedy of demolition of an accessory building, removal of garbage, and installation of proper skirting on the remaining mobile home.

1. Notice

Notice of this hearing was given to the property owner by posting on the property and by certified and regular US mail to 97959 Lucas Lane and to 96349 Duley Creek Road, Brookings/Harbor OR 97415.

Attached are copies of certified mail return receipts indicating receipt of notice. The Board can conclude that reasonable notice was given of this proceeding to the defendants.

2. Nuisance

The County has described as nuisances:

The deposit, accumulation, storage, collection, maintenance or display on private property outside the limits of cities of waste or solid waste that is

hazardous to the health and safety of the public, or which creates offensive odors or a condition of unsightliness, is hereby prohibited as a public nuisance.

Curry County Code Article 6, Division 1, Section 6.01.020; and 6.01.030 list examples. (Previously presented and incorporated by reference).

C. FACTS

On March 21, 2108, the County received a report of nuisance conditions at 97959 Lucas Lane.

On or about April 18.2018, the Board of Commissioners Ordered Interim County Administrator to investigate the complaint.

On or about May 29, 2018, Acting Interim County Administrator John Huttl obtained a Search Warrant and entered upon the premises to inspect for nuisance conditions. John Huttl was accompanied by Curry County Building Official John Pospishil.

a. House

The house is manufactured (mobile home) it appears sound from the exterior, but is missing skirting that allows animals easy access to nest under the home. This can constitute a nuisance under 6.01.030(1)(b)(conditions that allow rodent propagation). Tax Assessor RMV approximately \$8550.

b. Accessory Building

There is a structure on the property that defies definition, but is nevertheless structurally unsound for any purpose. Building Official Pospishil advised the structure was unfit for any purpose. This is a nuisance under our Ordinance 6.01.030(1)(g)(structures useless or dangerous for any purpose).

c. Yard

The yard is overgrown with vegetation, but that is not a nuisance condition under the code. An abandoned Jeep Waggoner was in the front yard, visible from the street. That constitutes a nuisance per Ordinance Section 6.01.030(2)(c)(abandoned motor vehicles visible from street). There were bags of garbage in the bushes. That constitutes a nuisance per Ordinance Section. 6.01.030(1)(b)(conditions that allow rodent propagation).

3. Remedy

When the Board determines there is a nuisance of the garage and the house, the question is what remedy is appropriate. Remedies available can be fines, boarding the property up, installing fencing, or demolition.

a. Fines

Fines would be ineffective to prevent the conduct. There is evidence in a title report that defendant has numerous unpaid judgments. This indicates an inability or unwillingness to pay fines. Further, payment of fines would not remedy the nuisance.

b. Cleaning-up and Boarding up.

Demolition and removal of the accessory structure and removal of the vehicle are appropriate.

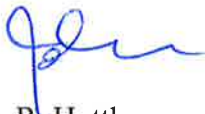
Inspection and photographs reveal the structure is unsafe, and beyond repair. The vehicle appears inoperable.

c. Ownership status

At a hearing regarding a nuisance at Behnam Lane property owned by the same defendant, it was explained by the defendant's daughter that defendant is in poor health, and thought that the properties were returned to the bank. A title search does not reveal a lender, but did reveal the above-referenced judgment liens.

Conclusion

Staff recommends that the Board declare a nuisance exists on the property and order the owner to abate the nuisance within 30 days. If not abated by the owner, the Board should direct County Counsel to commence suit in Circuit Court to obtain an order authorizing the County to abate the nuisance.

A handwritten signature in blue ink, appearing to read "John R. Hutt", with a stylized flourish at the end.

John R. Hutt
Curry County Counsel



HARBOR
SANITARY DISTRICT
16408 Lower Harbor Rd. Brookings, OR 97415

NOTICE

ON November 15, 2017

SEWER WAS
DISCONNECTED AT:
97959 LUCAS LANE

SERVICE MAY BE RESTORED BY PAYMENT OF ALL AMOUNTS DUE THE
DISTRICT, INCLUDING A RESTORATION FEE If you have any questions regarding this
matter, please call 469-5225 between 9:00 a.m. and 2:00 p.m. Monday through Thursday.

Deliver for You!

were out.







BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF CURRY

CURRY COUNTY, a General	)	ORDER
Law County Political Subdivision	)	(a) Declaring Nuisance
State of Oregon	)	(b) Directing Defendants
	)	to Abate Nuisance;
v.	)	(c) Authorizing Counsel to Sue
	)	if not Abated by Defendants
Bonnie Rae Triplett, aka Bonnie Raiter, and	)	Curry County Code
Julie Raiter,	)	Article 6.01.060
	)	Article 6.01.070

WHEREAS, Curry County Ordinance Article 6.01.020 and Article 6.01.030 state that hazardous solid wastes, are nuisances; and

WHEREAS, the Curry County Board of Commissioners heard from members of the public that nuisance conditions existed at 97959 Lucas Lane, Brookings, Oregon mailing address; and

WHEREAS, based upon the information contained in those citizen complaints, the Board of Commissioners ordered the County Administrator to investigate the claimed nuisance; and further ordered that Notice of Hearing on Violation be issued; and

WHEREAS, said investigation was undertaken, and said notice was duly issued, and results of which were described in a memorandum from John Huttl, County Counsel, Special Deputy District Attorney, and in capacity of Acting Interim County Administrator dated June 14, 2018 with exhibits; and

WHEREAS, on June 20, 2018, the Curry County Board of Commissioners held a public hearing on the nuisance, having heard a presentation from, as well as other public comment, and otherwise being fully informed in the premises;

NOW THEREFORE, the Board of Commissioners for Curry County FINDS and CONCLUDES:

A Solid Waste Nuisance exists at 97959 Lucas Lane per Article 6.01.030 (1)(a)(b)(d)(e)(f)&(g). This finding is supported by the above recitals, the staff report, exhibits and oral presentation by John Huttl as well as testimony of the public; and

Having considered options of remedy, weighing the options in the information presented above, the Board determines the proper remedy is demolition of the accessory structure on the property and elimination of accumulated waste on the premises;

NOW THEREFORE the Board of Commissioners for Curry County **HEREBY ORDERS**:

1) Defendants Bonita Rae Triplett shall abate the nuisance by demolishing the accessory structure on the property on the property and clean up the lot of all solid waste within 30 days of the date of this order; and

2) If the nuisance conditions and conduct are not abated as per above by that time, County Counsel shall commence suit in Circuit Court to abate the nuisance by injunctive relief.

3) County Counsel to issue notice of the above to all defendants and any others with interest in the property.

DATED this 20th day of June, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold

Chair

Thomas Huxley

Vice Chair

Court Boice

Commissioner

Approved as to Form:

John R. Huttli, Curry County Counsel

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF CURRY

CURRY COUNTY, a General	)	ORDER
Law County Political Subdivision	)	(a) Declaring Nuisance
State of Oregon	)	(b) Directing Defendants
	)	to Abate Nuisance;
v.	)	(c) Authorizing Counsel to Sue
	)	if not Abated by Defendants
Bonnie Rae Triplett, aka Bonnie Raiter, and	)	Curry County Code
Julie Raiter,	)	Article 6.01.060
_____	)	Article 6.01.070

WHEREAS, Curry County Ordinance Article 6.01.020 and Article 6.01.030 state that hazardous solid wastes, are nuisances; and

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WHEREAS, based upon the information contained in those citizen complaints, the Board of Commissioners ordered the County Administrator to investigate the claimed nuisance; and further ordered that Notice of Hearing on Violation be issued; and

WHEREAS, said investigation was undertaken, and said notice was duly issued, and results of which were described in a memorandum from John Huttli, County Counsel, Special Deputy District Attorney, and in capacity of Acting Interim County Administrator dated June 14, 2018 with exhibits; and

WHEREAS, on June 20, 2018, the Curry County Board of Commissioners held a public hearing on the nuisance, having heard a presentation from, as well as other public comment, and otherwise being fully informed in the premises;

NOW THEREFORE, the Board of Commissioners for Curry County FINDS and CONCLUDES:

A Solid Waste Nuisance exists at 97959 Lucas Lane per Article 6.01.030 (1)(a)(b)(d)(e)(f)&(g). This finding is supported by the above recitals, the staff report, exhibits and oral presentation by John Huttli as well as testimony of the public; and

Having considered options of remedy, weighing the options in the information presented above, the Board determines the proper remedy is demolition of the accessory structure on the property and elimination of accumulated waste on the premises;

NOW THEREFORE the Board of Commissioners for Curry County **HEREBY ORDERS**:

1) Defendants Bonita Rae Triplett shall abate the nuisance by demolishing the accessory structure on the property on the property and clean up the lot of all solid waste and vehicle within 30 days of the date of this order; and

2) If the nuisance conditions and conduct are not abated as per above by that time, County Counsel shall commence suit in Circuit Court to abate the nuisance by injunctive relief.

3) County Counsel to issue notice of the above to all defendants and any others with interest in the property.

DATED this 20th day of June, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold

Chair

Thomas Huxley

Vice Chair

Court Boice

Commissioner

Approved as to Form:

John R. HuttI, Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Curry Transfer and Recycle (CTR) annual rate increase
HEARING AT 1:30P.M. (Brief presentation by Luke Pyke of CTR)

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06-20-18 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period))

RECOMMENDED AGENDA CATEGORY PRESENTATION

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: J. Huttel **PHONE/EXT:** x3218 **TODAY'S DATE:** 06-13-18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Request for annual rate increase by CTR in unincorporated areas of the county

FILES ATTACHED:

- (1) Resolution
- (2) Exhibit A
- (3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☒ File with County Clerk Name: Luke Pyke at CTR

☒ Send Printed Copy to: Address: P.O. Box 4008

☐ Email a Digital Copy to: City/State/Zip: Brookings, OR. 97415

☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** **BOC MEETING** ☐ Not Approved for BOC Agenda because

ASSIGNED TO: PRESENTATION

**IN THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

In the Matter of a Resolution)
Adopting New Solid Waste)
Rates for the Unincorporated)
Area of Curry County)

RESOLUTION No. _____

WHEREAS, on May 29, 2018, Curry Transfer and Recycling (CTR) submitted to Curry County a request for an increase in the solid waste rates pursuant to Section 2.06.080 of the Curry County Code; and

WHEREAS, on June 20, 2018, CTR made a presentation before the Board of Commissioners; and

WHEREAS, the proposed increase is reflected in Exhibit “A” that is incorporated by reference; and

WHEREAS, pursuant to Section 2.06.080(3) of the Curry County Code, CTR is entitled to an annual rate increase based upon the Portland CPI; and

WHEREAS, CTR submitted to the County documentation showing that the Portland CPI for the year 2017 was 2.15%, however agreed to change that rate to the national rate, saving county residents 1.75%; and

WHEREAS, the proposed rates contemplate maintaining the Port Orford Post-Closure funding at the same rate as previously imposed; and

WHEREAS, the proposed rates also maintain the previously added component to fund the Household Hazardous Waste (HHW) Program; and

WHEREAS, on June 20, 2018, following published notice, the Board of Curry County Commissioners held a public hearing to review the proposed fee increase; and

WHEREAS, the Board of Curry County Commissioners did not object to the proposed increase;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the rate schedule attached as Exhibit “A” and incorporated by reference, be adopted for the unincorporated area of Curry County effective July 1, 2018, and that Exhibit “A” replace the prior schedules.

DATED this 20th day of June, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to Form:

**John HuttI
Curry County Legal Counsel**



Curry County Rate Schedule

Exhibit A

Effective July 1, 2018

			Previous Year 2017	CPI Adjustment	New Rate 2018
Residential Cart Service					
32	gallon	per month	24.74	2.15% 0.53	25.27
48	gallon	per month	37.12	2.15% 0.80	37.92
64	gallon	per month	49.49	2.15% 1.06	50.55
96	gallon	per month	74.24	2.15% 1.60	75.83
Commercial Cart Service					
32	gallon	per month	28.12	2.15% 0.60	28.72
48	gallon	per month	42.16	2.15% 0.91	43.06
64	gallon	per month	56.24	2.15% 1.21	57.45
96	gallon	per month	84.34	2.15% 1.81	86.16
Commercial/Container Rental Service					
Per Loose Yard Trash Service			31.44	2.15% 0.68	32.11
Per Loose Yard Brush Service			13.65	2.15% 0.29	13.94
Per Loose Yard Metal Service			13.65	2.15% 0.29	13.94
Auto Lock Charge			4.12	2.15% 0.09	4.21
Dumpster Rental			16.40	2.15% 0.35	16.75
Extra bag- on route			6.41	2.15% 0.14	6.55
Medical Waste- 1 Gallon Sharps			26.13	2.15% 0.56	26.69
Medical Waste Tub collection per gallon			3.44	2.15% 0.07	3.51
Return Trip Charge- next day			14.27	2.15% 0.31	14.58
Roll- Off Daily Rent Charge			2.35	2.15% 0.05	2.40
Special Handling Charge			1.31	2.15% 0.03	1.33
Special Trip/ Off Route Trip/Delivery Charge			29.45	2.15% 0.63	30.08
Start; Stop; Resume; Seasonal Stop			7.11	2.15% 0.15	7.27
Recycling					
Residential recycle only (no solid waste service)			18.93	2.15% 0.41	19.34
Commercial Cardboard- routed			up to 25% of commercial yard rate		
Commercial Commingle			up to 50% of commercial yard rate		
Heavy Roofing or Demolition			1.5 times yard rate		
Extra Heavy Demolition or Mechanically Compacted Waste			2.75 times yard rate		



Transfer Site Rates

Exhibit A

Wridge Creek; Nesika Beach; Port Orford

Effective July 1, 2018

	Previous Year 2017	CPI Adjustment		New Rate 2018
Gate Fee	10.55	1.90%	0.20	10.75
Additional Cans	5.30	1.89%	0.10	5.40
Yard Waste 1 to 5 yards	13.80	2.17%	0.30	14.10
Metal Waste Per Yard	13.80	2.17%	0.30	14.10
Loose Garbage Per Yard	27.30	2.20%	0.60	27.90
Demolition Rate Per Yard	40.85	2.20%	0.90	41.75
Compacted Rate Per Yard	75.00	2.13%	1.60	76.60
Batteries- Vehicle	4.25	2.36%	0.10	4.35
Bulky Item- furniture; appliances; etc	13.20	2.27%	0.30	13.50
Oil- per gallon	1.50	0.00%	0.00	1.50
Refrigerators with Freon	19.15	1.83%	0.35	19.50
RV refrigerators with Amonia	118.85	2.15%	2.55	121.40
Tires- Car/PU Truck not mounted	5.90	2.54%	0.15	6.05
Tires- Car/PU Truck mounted	10.50	2.38%	0.25	10.75
Tires- Tractor not mounted	10.50	2.38%	0.25	10.75
Tires- Tractor mounted	40.95	2.20%	0.90	41.85
<i>rates are rounded to .05 cents</i>	411.39	2.15%	8.85	420.24

10/01/2017 Rate Reductions	Old Rate		New Rate	
Yard Waste from per load to per yard	\$ 13.80	per load	\$3.00	per yard
Motor Oil	\$ 1.50	per gallon	No Charge	
7/1/2018 per yard rate request from Processing/handling change	\$ 3.00	to	\$5.00 per yard	

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: Curry County Department Fee changes 2018-2019 HEARING AT 1:30P.M.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06-20-18 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period))

RECOMMENDED AGENDA CATEGORY PUBLIC HEARING

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain:

CONTACT PERSON: J. Huttli **PHONE/EXT:** x3218 **TODAY'S DATE:** 06-13-18

BRIEF BACKGROUND OR NOTE: (If no memo attached) Request for annual rate increase by CTR in unincorporated areas of the county

FILES ATTACHED:

- (1) Resolution
- (2) Exhibit A
- (3)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: PRESENTATION

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of a Resolution)
Establishing County Fees)
For 2018-2019)

RESOLUTION NO._____

WHEREAS, the Board of Commissioners has initiated a policy to streamline the setting of County fees by having most County fees reviewed and adjusted as necessary once a year around January 1st, or if necessary, twice a year January 1st and July 1st; and

WHEREAS, the fees listed on the attached Exhibit “A” which is incorporated by reference are in need of being established or updated; and

WHEREAS, Curry County has published notice of its intent to charge fees pursuant to Article Nine Division One of the Curry County Code (Ordinance 96-7, as amended), and held a hearing on the proposal; and

WHEREAS, the Board is in agreement with the proposed new rate schedules found on the attached Exhibit “A”;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY RESOLVES AS FOLLOWS:

- 1) The new or amended fees shown on Exhibit “A” are adopted effective July 1, 2018 at which time any previous schedule of fees for the same service is repealed.
- 2) All other County fees shall remain the same as they currently are until further resolution of the Board.
- 3) The Department Head for each department, as well as the County Administrator, is delegated the right to waive a fee or fees (or a portion of said fee or fees) in appropriate circumstances, such as for indigent persons seeking essential public services, or for

other services that are provided to a member of the public, but that also provide a direct benefit to the department.

Dated this 20th day of June, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

EXHIBIT "A"

2018-2019 Department Fees

- A-1 Commissioners/Economic Development
- A-2 Community Development – Planning Division
- A-3 Environmental Health
- A-4 Parks Department
- A-5 Road Department

A-1

COMMISSIONER'S OFFICE &
ECONOMIC DEVELOPMENT
2018

		<u>CURRENT</u>	<u>PROPOSED</u>
<u>CD or DVD</u>		<u>\$5.00</u>	<u>\$5.00</u>
<u>FAXES:</u>	<u>First Page</u>	<u>\$2.00</u>	<u>\$2.00</u>
	<u>Add. Pages & receiving</u>	<u>\$1.00</u>	<u>\$1.00</u>
<u>Photocopies:</u>	<u>Letter size</u>	<u>\$0.25</u>	<u>\$0.25</u>
	<u>11x14</u>	<u>\$0.50</u>	<u>\$0.50</u>
	<u>11x17</u>	<u>\$0.75</u>	<u>\$0.75</u>
<u>OLCC Processing:</u>	<u>New License</u>	<u>\$25.00</u>	<u>\$25.00</u>
	<u>Renewal</u>	<u>\$25.00</u>	<u>\$25.00</u>
	<u>Change</u>	<u>\$25.00</u>	<u>\$25.00</u>
	<u>Temporary</u>	<u>\$25.00</u>	<u>\$ 25.00</u>
<u>Social Games License:</u>	<u>New/Renew</u>	<u>\$100.00</u>	<u>\$100.00</u>
	<u>Add Dealer</u>	<u>\$100.00</u>	<u>\$100.00</u>
	<u>Table Fee-Annual</u>	<u>\$250.00</u>	<u>\$250.00</u>
<u>Sale of Private Land – Administrative Fee</u>		<u>\$350.00</u>	<u>\$350.00</u>
<u>Per Order No. 11128 (refer to order)</u>			
<u>Sale of Real Property – Administrative Fee</u>		<u>\$1,000.00</u>	<u>\$1,000.00</u>
<u>Annexation</u>		<u>\$500.00</u>	<u>\$ 500.00</u>
(Assessor & Clerk's Offices have fees associated with Annexations and are included on their fee schedules)			
<u>Nuisance Abatement Fees</u>			<u>\$ True costs, including staff time</u>

EXHIBIT A-2

**CURRY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
FY 2017-2018 PROPOSED PLANNING DIVISION FEE SCHEDULE**

(Actual Cost reference for many fees can be found in Note 1 at the end of the fee schedule)

Notation in red represents new fee

Type of Fee	Dec-18	2018-2019
Comprehensive Plan/Zoning		
One Comprehensive Plan with Zone Change Application		
Two or more Comprehensive Plan with Zone Change Applications		\$6,177 fee and Actual cost for processing in excess of fee.
One Zone Change with exceptions to Statewide Planning Goals	Actual Cost & Requires \$6,177 deposit	
Two or more Zone Changes with exceptions to Statewide Planning Goals		
Master Plan of Development		
Destination Resorts		
One Zone Change (without Plan change or Goal exceptions)		\$4,124 fee and Actual cost for processing in excess of fee.
Two or more Zone Changes (without Plan change or Goal exceptions)	Actual Cost & \$4,124 deposit	
One Land Use Decision by Planning Commission	Actual Cost & \$1,860 deposit	\$1,860 fee and Actual cost for processing in excess of fee
Two or more Land Use Decisions by Planning Commission		
Planning Commission modification of Planning Commission issued Permit or interpretation of a Zoning Ordinance or Comprehensive Plan map or text.	Actual Cost & \$1,860 deposit	
One Administrative Land Use Decision by Planning Director	Actual Cost and \$1,449 deposit	\$1,860 fee and Actual cost for processing in excess of fee for each decision
Two or more Administrative Land Use Decision by Planning Director	Actual Cost and \$1,449 deposit for each Decision	
Administrative Land Use Decision modification to completed Administrative Land Use Decision by the Planning Director	Actual Cost and \$1,449 deposit for each Decision	
Renewal – Conditional Use and other permits		
Planning Commission Renewal	Actual Cost & \$1,000 deposit	\$1,000 fee and Actual cost of processing in excess of fee.

Administrative Renewal				Actual Cost & Requires deposit equal to \$500		\$66 fee and Actual cost of processing in excess of fee.		
Administrative Renewal - all other permits				Actual Cost & Requires deposit equal to \$500		\$500 fee and Actual cost of processing in excess of fee.		
Land Divisions								
	2017-2018	2018-2019	2017-2018	2018-2019	2017-2018	2018-2019	2016-2017	2017-2018
	1-5 lots		6-10 lots		11-20 Lots		20+ Lots	
Property Line Adjustment or Vacation	\$1,242 deposit & Actual Cost	\$1,242.00	\$1,242 deposit & Actual Cost	\$1,242 fee and Action Cost of processing in excess of fee	\$1,242 deposit & Actual Cost	\$1,242 fee and Action Cost of processing in excess of fee	\$1,242 deposit & Actual Cost	\$1,242 fee and Action Cost of processing in excess of fee
Determination of Discrete Parcel Status (with research)	Actual Cost per parcel & \$2,066 deposit	\$2,066 fee and Actual cost of processing in excess of fee.	Actual Cost per parcel & \$2,066 deposit	\$2,066 fee and Actual cost of processing in excess of fee	Actual Cost per parcel & \$2,066 deposit	\$2,066 fee and Actual cost of processing in excess of fee.	Actual Cost per parcel & \$2,066 deposit	\$2,066 fee and Actual cost of processing in excess of fee.
Tentative Partition Plat Review and Replat	Actual Cost & Requires Deposit of \$4,124	\$4,124 fee and Actual cost of processing in excess of fee	Actual Cost & Requires Deposit of \$6,509	\$6,509 fee and Actual cost of processing in excess of fee	Actual Cost & Requires Deposit of \$10,282	\$10,282 fee and Actual cost of processing in excess of fee.	Actual Cost & Requires Deposit of \$14,051	\$14,051 fee and Actual cost of processing in excess of fee.
Tentative Subdivision Plat Review and Replat	Actual Cost & \$4,124 deposit	\$4,124 fee and Actual cost of processing in excess of fee	Actual Cost & \$6,509 deposit	\$6,509 fee and Actual cost of processing in excess of fee	Actual Cost & \$10,282 deposit	\$10,282 fee and Actual cost of processing in excess of fee	Actual Cost & Requires a Deposit of \$14,051	\$14,051 fee and Actual cost of processing in excess of fee.
Tentative Planned Unit Development Plat Review								
Final Subdivision Plat Review	Actual Cost and \$1,242 deposit		Actual Cost \$1,830 deposit	\$1,830 and Actual Cost of processing in excess of fee	Actual & \$2,080 Deposit	\$2,080 and Actual Cost of processing in excess of fee	Actual & \$2,610 Deposit	\$2,610 and Actual Cost of processing in excess of fee.
Final Planned Unit Development Plat Review	Actual Cost and \$1,242 deposit		Actual Cost \$1,830 deposit		Actual & \$2,080 Deposit		Actual & \$2,610 Deposit	
Final Partition Plat Review	Actual Cost and \$1,242							
			12.2018	2018/2019				
Rural Address/Road Naming								
Rural Address - New address			\$212	\$212				

Rural Address - Re-number Address			\$132	\$132				
Rural Address - Replacement or extra number plate			\$36	\$36				
New Road Name Review/Change Road Name			\$624	\$624				
Planning Other Permits								
Flood Damage Prevent. Ord. Development Permit Review			Actual Cost, Requires \$1,449 deposit	\$1,449 and Actual cost of processing in excess of fee				
Building - Building investigation fee for structures built without building permits				\$500 fee and Actual cost of investigation in excess of fee to ensure a building, structure or system is in conformance with State Building Code requirements.				
Appeals								
Appeal - Administrative Land Use Decision			Actual Cost. Requires \$500 deposit	\$500 and Actual Cost of processing in excess of fee.				
Appeal - Planning Commission Land Use Decision			Actual Cost. Requires deposit equal to \$1,934 + 20% of initial application fee	Actual Cost. Requires deposit equal to \$1,934 + 20% of initial application fee				
Remand Hearing			Actual Cost. Requires deposit equal to \$538	\$538 and Actual cost of processing in excess of fee.				
Planning Consistency Reviews								
Planning Clearance, Agriculture Building, Septic and/or Erosion Prevention Review			\$151 fee for up to three hours of evaluation. Actual Cost of processing over three	\$151 fee for up to three hours of evaluation. Actual Cost of processing over three hours.				
State/Federal Agency Permit Review (LUCS)			\$75	75 fee and Actual cost of processing in excess of fee.				

Other Fees							
Pre-Application Conference			\$400	\$400			
Annual Subscription to Land Use/Limited Land Use Notices			\$70 to cover postage for sub-subscription to all land use notices	\$70 to cover postage for sub-subscription to all land use notices			
Audio Recording (CD) of a public meeting			\$10 & Actual Cost	\$15 and Actual cost of processing over .25 hours of staff time.			
Audio Recording and or electronic copy of records with county provided thumb drive.			Actual Cost with \$100 deposit	Actual Cost with \$100 deposit			
Audio Recording and or electronic copy of records with applicant provided thumb drive.			Actual Cost with \$50 deposit	Actual Cost with \$50 deposit			
All other services and materials			Actual Cost with \$250 deposit	Actual Cost with \$250 deposit			
Planning and Building Divisions - Research time up to 15 minutes			\$0.00	\$0.00			
Planning and Building Divisions - Research time in excess of 15 minutes			Actual Cost with \$250 deposit	Actual Cost with \$250 deposit			
Planning and Building Divisions - Consultation time up to 15 minutes			\$0.00	\$0.00			
Planning and Building Divisions - Consultation time for which no application has been filed in excess of 15 minutes, including site visits			Actual Cost with \$250 deposit	Actual Cost with \$250 deposit			
Service Charge Rates (per hour) Note 2							
Planning Director			\$50	\$49			
Permit/Planning Clerk			\$30	\$32			
Building Official			\$42	\$43			
County Counsel			\$59	\$57			
County Administrator			\$52	\$56			
Contract staff			\$billing rate	\$billing rate			

2017-2018 Note 1. Actual Cost includes, but is not limited to mailing costs for notices, copy charges and staff and contracted staff time. Applicant/appellant must pay deposit amount at time of submission of application or appeal. If the actual cost of processing the application or appeal is less than the deposit amount received, the County will issue a refund to the applicant/appellant. If the actual cost exceeds the deposit amount received, the applicant will be responsible for the excess amount. Should the applicant decline to fund the required actual costs, County processing of the application will cease. If two or more applications are received related to the same project/property, the larger deposit of the two applications will be applied. 2017-2018 Note 2. Hourly Building rates noted in this section are estimates - hourly billing rates are subject to change and shall be the responsibility of the applicant/appellant as per Note 1 .

2019 Note. Actual cost include but are not limited to mailing costs for notices, copy charges, and staff and contracted/consultant hourly service charge rates. Hourly service charge rates are estimates and subject to change. If the permit fee is exhausted by staff and consultant time and materials, actual costs the applicant/appellant will be responsible for payment of funds for continued processing prior to further work on the application and issuance of a decision or permit. If two or more applications are received related to the same project/property, the larger fee of the two applications will be applied.

EXHIBIT A-3

ENVIRONMENTAL HEALTH 2018

TEMPORARY RESTAURANT FEE

	<u>CURRENT</u>	<u>PROPOSED</u>
<u>Benevolent Admin. Fee</u>	<u>\$60.00</u>	<u>\$ 0.00¹</u>
<u>Non-Benevolent - Single Event</u>	<u>\$215.00</u>	<u>\$ 60.00</u>
<u>Non-Benevolent – (30 Day)</u>	<u>\$215.00</u>	<u>\$165.00</u>
<u>Non-Benevolent – (90 Day)</u>	<u>\$215.00</u>	<u>\$165.00</u>
<u>Plan Review Fee</u>	<u>Included in \$215 fee</u>	<u>\$ 50.00²</u>
<u>Re – Inspection Fee</u>	<u>None</u>	<u>\$105.00³</u>

Temporary Restaurants are non-profit and for-profit vendors at fairs, fundraisers, festivals where food is prepared and served.

“Benevolent” includes churches, Lion’s Club, all who provide non-profit ID.
“Non-Benevolent” include all vendors who sell for profit at fairs, festivals, fundraisers and events where food is prepared and served.

¹ To comply with ORS 624.106

² This will only be applied to 30 and 90 day permits if plan review is needed.

³ This will be a charge to any facility requiring more than one re-inspection per calendar year. Charge is for each additional re-inspection.

Curry County Parks**Boice-Cope Park / Lobster Creek Camp**94235 Moore Street, Suite 413
Gold Beach, Oregon 97444**Jonathan J. Trost, Director**

**Curry County Parks
Fees 2018-2019
(Effective 07/01/2018)**

LOBSTER CREEK YOUTH CAMP

Description	Previously	2018/2019
Advanced Cleaning Deposit (Refundable upon satisfactory cleanup)	\$150.00	same
Exclusive Group Overnight Fee (1-150 guests)	\$300/night	same
Exclusive Group Overnight Fee (150+ guests)	\$350/night	same
Youth Education Group Overnight Fee	n/a	\$250/night
Exclusive Day Use Group Fee	\$125	same
Propane and garbage service will be charged to renter at our cost for above occupancy.		
RV Site (if vacancy exists)	\$18/day	same
Tent Site (if vacancy exists)	\$12/day	same

LOBSTER CREEK INDIVIDUAL BUILDING RENTAL RATES
(Off Season: October 1 – May 1)

Description	Previously	2018/2019

Rental of individual buildings does not represent exclusive use of the camp.

Exclusive group overnight fee (OCT 1 – Mar 31)	N/A	\$175/day

A-Frame (kitchen, dining/community hall, Sleeps 14 with 1/2 bath upstairs)	\$150/day	\$100/day

Staff 1 Cabin (full bath, sleeps 7)	\$75/day	\$50/day

Staff 2 Cabin (sleeps 6)	\$50/day	\$30/day

Propane and garbage service will be charged to renter at our cost for above occupancy.

Camping Cabins (each individual, sleeps 5-8)	\$18/day	\$15/day

Open year round. Park subject to closure for weather conditions and maintenance.

BOICE COPE PARK – PEAK SEASON RATES (April 1 – September 30)

<u>Description</u>	<u>Previously</u>	<u>2017/2018</u>
RV Site (with electric & water service)	\$25/day	\$25/day
Weekly Rate RV Site (with electric & water service) (Pay for 6 days, get 7th day free)	\$132/week	expired
RV Site (without electric & water service)	\$18/day	\$20/day
Weekly Rate RV Site (without electric & water service) (Pay for 6 days, get 7th day free)	\$108/week	expired
Tent Site	\$15/day	same
Weekly Rate Tent Site (Pay for 6 days, get 7th day free)	\$84/week	expired
Day Use Fee	\$2.00	same
RV Dump Fees (for Non-Park Users)	\$20	same
Yearly Pass (calendar year)	\$25	\$35.00
Extra Vehicle Fee	\$5 per vehicle	same
Firewood (per bundle)	\$5	same
Veteran discount	N/A	\$4.00/day

BOICE COPE PARK – OFF SEASON RATES (October 1 – March 30) Expire all offseason rates

<u>Description</u>	<u>Previously</u>	<u>2017/2018</u>
RV Site (with electric & water service)	\$16/day	expired
Weekly Rate RV Site (with electric & water service) (Pay for 6 days, get 7th day free)	\$96/week	expired
RV Site (without electric & water service)	\$12/day	expired
Weekly Rate RV Site (without electric & water service) (Pay for 6 days, get 7th day free)	\$72/week	expired
Tent Site	\$10/day	expired
Weekly Rate Tent Site (Pay for 6 days, get 7th day free)	\$60/week	expired

Day Use Fee	\$2.00	same
<u>Description</u>	<u>Previously</u>	<u>2017/2018</u>
RV Dump Fees (for Non-Park Users)	\$20	same
Yearly Pass (calendar year)	\$25	\$35
Extra Vehicle Fee	\$5 per vehicle	same
Firewood (per bundle)	\$5	same

Open year round. Park subject to closure for maintenance.

EXHIBIT A-5

**ROAD DEPARTMENT
2018-2019 FEE SCHEDULE**

Permits	<u>CURRENT</u>	<u>PROPOSED</u>
Driveway/Road Approach Permit	\$120	\$125
Road Encroachment Permit	\$230	\$235
Special Permit	\$35	\$40
Road Vacation Petition		
Filing Fee for petition with 100% of Owners	\$600	\$600
Filing Fee for petition w/o 100% of Owners	\$600	\$600
Signs		
Road Name Sign	\$150	\$150
Memorial Sign	\$150	\$150
Address Plate	\$20	\$20
Copy and Print Fees		
8.5x11 or 8.5x17 (laserjet printer)	\$0.25	\$0.25
18x20 or 18x24	\$4	\$4
24x36	\$6	\$6
Custom Size	\$2/sq.ft.	\$2/sq.ft.
Aerial Photos	\$2/copy	\$2/copy
Plotted Maps		
34x44 or 24x36 Themed	\$12	\$12
34x44 or 24x36 Orthophoto	\$25	\$25
Map Services -- GIS related analysis (1 hr. min.)	\$75/hr.	\$75/hr.
Equipment Rental		
Portable Bridge	\$500/mo. (plus \$1000 damage deposit)	\$500/mo. (plus \$1000 damage deposit)
Truck Scales	\$5/single trip \$.20/ton for production use (user must furnish scales operator)	\$5/single trip \$.20/ton for production use (user must furnish scales operator)
Traffic Plates	\$5/plate/day	\$5/plate/day
Surplus Material		
Used Culvert	\$1/ft	\$1/ft
Misc. Metal Bin Items	\$5/trip or load (regardless of the number of items)	\$5/trip or load (regardless of the number of items)
Broken sign posts, broken guardrail post, pallets, etc.	\$5/trip or load (regardless of the number of items)	\$5/trip or load (regardless of the number of items)
Barrels	\$10/barrel	\$10/barrel
Keys (Lost Key - Replacement)	\$100	\$100

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

PROPOSED AGENDA ITEM TITLE: OHA 2017-2019 IGA –Financing of Public Health Services

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06/20/18 **DEPARTMENT:** PH **TIME NEEDED:** 5 mintues

(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: This amendment is a continuation of the current IGA (154108), which specifically outlines the roles and responsibilities of each program provided by public health

CONTACT PERSON: Ben Cannon **PHONE/EXT:** 373-7011 **TODAY’S DATE:** 06/13/18

BRIEF BACKGROUND OR NOTE: (If no memo attached): This amendment is a continuation of the current IGA (154108), which specifically outlines the roles and responsibilities of each program provided by public health.

FILES ATTACHED:

(1) 154108-6 tlh

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☒ Email a Digital Copy to: **cannonb@currych.org** City/State/Zip:

☐ Other

Phone:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department’s finance-related responses Yes ☐ No ☐ N/A ☐
Comment:
2. Confirmed Submitting Department’s personnel-related materials Yes ☐ No ☐ N/A ☐
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS’ REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice Yes ☐ No ☐

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #154108

AMENDMENT #6

**AMENDED AND RESTATED
2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Curry County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2017, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes 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, 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 Amended and Restated Agreement shall become effective on July 1, 2018 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.

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 and Revenue and Expenditure Reporting Forms](#)
[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 Requirements](#)
[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 8, 2018, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
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 2017-2019 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 actually 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 or 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. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** 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 16 “Program Element” above.
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.
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 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, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- 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, or 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
 - 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, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - 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. **“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.

2018-2019 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
PE 01 State Support for Public Health (SSPH)	GF	n/a	n/a	N	N
PE 03 Tuberculosis Services	GF/FF	CDC/TB Prevention and Control	93.116	N	Y
PE 10 Sexually Transmitted Disease (STD)	GF/FF	CDC/Preventative Health Services Sexually Transmitted Diseases Control Grants	93.977	N	Y
PE 12 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 13 Tobacco Prevention and Education Program (TPEP)	OF			N	N
PE 40 Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Services	GF/FF	Agriculture/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 41 Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y	Y
PE 42 Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778	Y	Y

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
<u>PE 43</u> Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 44</u> School-Based Health Centers (SBHC)	GF	n/a	n/a	N	N
<u>PE 50</u> Safe Drinking Water (SDW) Program	FF	EPA/Safe Drinking Water State Revolving Fund, State Public Water System Supervision	66.468 66.432	N	N

18. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
19. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions” Section 3.
20. **“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.
21. **“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)

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. Disparities 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.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in 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, 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 Oregon Administrative Rule 333-018-0015.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

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

Gonorrhea rates

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

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete "priority" fields.

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

- a. LPHA must 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 Investigative 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:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- 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 regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://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.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. Reporting Requirements. Not applicable.

7. Performance Measures.

LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete "priority" fields.

Program Element #03: Tuberculosis Services

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 under this 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 the resistance of 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). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in 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 or LTB Infection.
- e. **Case:** A Case is 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.
- f. **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.
- g. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- h. **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.

- i. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
 - j. **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.
 - k. **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>.
 - l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - m. **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.
 - n. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to 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. This suspicion may be based on signs, symptoms, or laboratory findings.
 - o. **TB Case Management Services:** Dynamic and systematic management of a Case of TB 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. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
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 and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must 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. 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 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).
- c. 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.
 - d. 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.
 - e. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

- f. 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.
5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
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 “TB Disease Case Report Form” and ORPHEUS for this purpose. After a Case of TB disease has concluded treatment, case completion information must be sent to OHA’s TB Program utilizing the “TB Disease Case Report Form” and ORPHEUS within 5 business days of conclusion of treatment.
 - b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
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, **93.0% 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 elicited for Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be Evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **88.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #10: Sexually Transmitted Diseases (STD) Client Services

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 Sexually Transmitted Diseases (STD) Client Services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

STDs are a significant health problem in Oregon, with over 22,000 new cases every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications. Reducing rates of gonorrhea and early syphilis are a priority in order to protect the population from communicable disease and are included in the State Health Improvement Plan located at: (<http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx>)

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Reportable STDs:** A Reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, , and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- b. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.d. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."
- c. **Technical Assistance Resources:** Those services of OHA HIV/STD Prevention staff , that OHA makes available to LPHA to support the LPHA's delivery of STD Client Services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work, partner services follow-up and STD Outbreak response.
- d. **STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X	X				

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

Gonorrhea rates

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

- (1) Percent of gonorrhea cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea case reports with complete “priority” fields.

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

- a.** LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner (as in 6.a.) the incidence of Reportable STDs within LPHA’s service area.

- b. LPHA must provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. STD Client Services consist of screening individuals for Reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must provide STD Client Services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG> ; and,
 - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433.
 - (4) “Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines” which can be found at: <https://www.cdc.gov/std/treatment/>
- d. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
 - (1) The medications must be provided at no cost to the individuals receiving treatment.
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program”.
 - (5) If LPHA Subcontracts with another person to provide STD Client 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 Subcontractor for the purposes set out in this section and the 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. The LPHA must document the medications provided to a Subcontractor under this section
 - (6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

5. **General Revenue and Expense Reporting.** If LPHA is awarded funds under this Program Element, LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. **Reporting Requirements.**

- a. LPHA must review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the OHA HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (Orpheus), the State’s online integrated disease reporting system.
- b. LPHA must submit data regarding STD Client Services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database.

7. **Performance Measures.**

LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

- a. Percent of gonorrhea cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea case reports with complete “priority” fields.

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

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 Public Health Emergency Preparedness Program (PHEP).

The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities. Emergency preparedness is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. 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 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.¹

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**
 - a. **Access and Functional Needs:** Means those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting, in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability-related needs of individuals who have disabilities as defined by the ADA Amendments Act of 2008, P.L. 110-325, and those associated with them.²
 - b. **Base Plan:** A plan that is maintained by Local Public Health Authority, describing fundamental roles, responsibilities and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan or other title that fits into the standardized county emergency preparedness nomenclature.
 - c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, 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 Preparedness Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.³
 - f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
 - g. **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 service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers 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.

- h. **Health Security Preparedness and Response (HSPR):** A state level program to that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop systems, plans and procedures to prepare 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.
 - i. **Health Care Coalition (HCC):** A health care coalition (HCC) as 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.
 - j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, 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 for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
 - k. **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.⁵
 - l. **Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
 - m. **Public Health Accreditation Board (PHAB):** 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.⁶
 - n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from emergencies with public health impacts.
 - o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf),¹ (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component							
X = Other applicable foundational programs													
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.** Engage in activities as described in its local PHEP work plan, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Work Plan). The Local PHEP Work Plan Template is set forth in Attachment 1, incorporated herein with this reference.
- b.** Use funds for this Program Element in accordance with its local PHEP budget, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Budget) The format for this budget is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.

- (1) **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by 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 shall not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the Local PHEP Plan Work Plan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved Local PHEP 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 Preparedness Capabilities in accordance with an approved local PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.

c. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:

- (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
- (3) Participation in a minimum of 75% of the regional or local HCC meetings.⁷
- (4) Participation in the Statewide MCM Dispensing and Distribution full scale exercises and planning at the local level.¹⁰
- (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
- (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, ^{9, 18, 21} as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.

- (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.^{1, 14} Portfolio must include viable contact information from 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.¹²
- d. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by August 15 each year or applicable Due Date based on CDC requirements.^{1, 8}
- e. **PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives with timelines and include:
 - (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities.
 - (2) Local public health leadership reviews and approves local PHEP work plans in support of any of the CDC Public Health Preparedness Capabilities.
 - (3) Planning in support of any of the CDC Public Health Preparedness Capabilities.
 - (4) Training and Education in support of any of the CDC Public Health Preparedness Capabilities.
 - (5) Exercises in support of any of the CDC Public Health Preparedness Capabilities.
 - (6) Planning will include Access and Functional Needs populations.
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the CDC Public Health Preparedness Capabilities.
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- f. **Emergency Preparedness Program PHEP Work Plan Performance:** LPHA must complete activities in their HSPR approved local PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace PHEP Work Plan activities interrupted or delayed.
- g. **24/7/365 Emergency Contact Capability.**
 - (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.^{9, 15, 16}
 - (2) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.^{1, 9, 15, 16}

- (3) 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 911 system in this process, but the eleven-digit telephone number of the local 911 operators shall be available for callers from outside the locality. [1](#), [9](#), [15](#), [16](#)
- (4) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests. [13](#)
- (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator. [1](#), [9](#), [15](#)
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour. [13](#)
 - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.
 - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

- i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before September 1, an updated MYTEP. [1](#), [7](#), [8](#), [10](#), [15](#) The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
 - (a) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (b) Identify a cycle of exercises that increase in complexity over a two-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify, under this requirement the exercise or incident must:

i. **Exercise:**

LPHA must:

- Submits to HSPR Liaison an exercise plan which includes scope, goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of every exercise.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Result in an After-Action Report (AAR)/Improvement Plan (IP) submitted to HSPR Liaison within 60 days for every exercise.

ii. **Incident:**

During an incident LPHA must:

- Submit the local response documentation or Incident Action Plan (IAP) describing LPHA role within incident response. [13](#)
- Submit an After-Action Report (AAR)/Improvement Plan (IP) to HSPR Liaison within 60 days of incident close or public health response ends.

- (4) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, [1](#) as appropriate.

(5) 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 Preparedness Capabilities,¹³ the Public Health Accreditation Board, and the National Incident Management System.⁵ The training portion of the plan must:

- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
- (b) Identify and train appropriate LPHA staff¹⁷ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. **Maintaining Training Records:** LPHA must maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance.¹¹

k. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan. At a minimum, LPHA must establish and maintain:

- (1) Base Plan. The Base Plan reviewed and revised every two years^{22, 25} in coordination with the local emergency management agency schedule.
- (2) Medical Countermeasure Dispensing and Distribution (MCMDD) plan^{1, 8, 10, 15, 19, 20, 25}
- (3) Continuity of operations plan (COOP).^{1, 4, 15}
- (4) Communications and Information Plan¹⁶
- (5) All plans shall address, as appropriate, the CDC Public Health Preparedness Capabilities based on the local identified hazards.
- (6) Plans are functional and operational by June 30, 2022.^{8, 10, 24}
- (7) All LPHA emergency procedures shall comply with the NIMS.^{5, 23}
- (8) The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12-month period). All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in the budget report form under the Capital Equipment tab.

6. Reporting Requirements.

- a. **PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP Work Plan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP Work Plan may only be made with HSPR agreement and approval. Proposed PHEP Work Plan will be due on or before August 1. Final approved PHEP Work Plan will be due on or before September 1.
- b. **Mid-year and end of year PHEP Work Plan reviews.** LPHA must complete PHEP Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison. This Agreement will be integrated into the Triennial Review Process.
- d. LPHA shall annually submit a Multi-Year Training and Exercise Plan (MYTEP) to HSPR Liaison on or before September 1, an updated MYTEP.
- e. LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of each exercise.
- f. LPHA shall submit to HSPR Liaison a local approved Incident Action Plan or local response documentation, before the start of the second operational period to OHA HSPR Liaison.
- g. LPHA shall submit to HSPR Liaison an after-action report/improvement plan or documented lessons learned for every exercise hosting or participating in within 60 days after the completion of the exercise.
- h. LPHA shall submit to HSPR Liaison an after-action report/improvement plan for every incident response within 60 days after completion of incident or end of public health response.

- 7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.³

ATTACHMENT 1**Local PHEP Work Plan Template Instructions and Guidance
Oregon HSPR Public Health Emergency Preparedness
Program**

For grant cycle: July 1, 2018 – June 30, 2019

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan (PHEP Work Plan) will be due on or before September 1.

REVIEW PROCESS

Your approved PHEP Work Plan will be reviewed with your PHEP liaison by February 15 and August 15.

GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN

Refer to PE-12 section 4.e for more information.

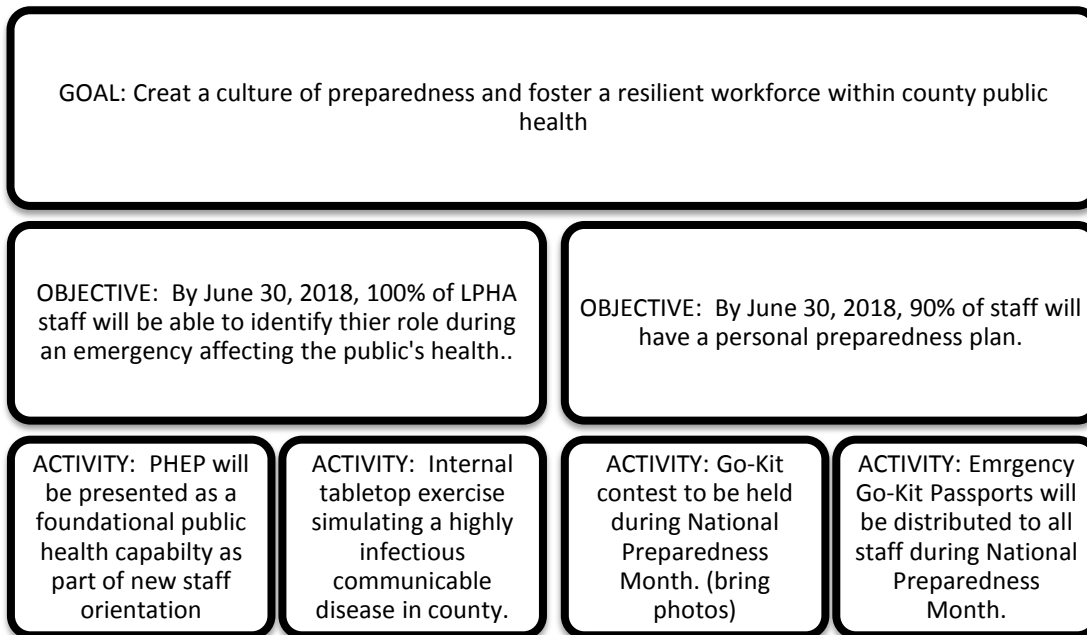
WORKPLAN CATEGORIES

CDC Capability: Identify which CDC capability your program goals will address.

PROGRAM GOALS: Establish at least three broad program goals that address gaps and guide work plan activities. Goals are big picture outcomes you want to achieve from your workplan activities and must support a CDC Capability.

OBJECTIVES: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year. Objectives support goals. They are what you plan to accomplish.

ACTIVITIES: Activities are how you plan to accomplish your goals.

Example of Goals, Objectives, and Activities

TRAINING AND EDUCATION: List planned preparedness trainings, workshops attended by preparedness staff.

DRILLS and EXERCISES: List all drills and exercises you plan to conduct and identify annual exercises in accordance with your two-year training and exercise plan attachment and as required in section 4.i of the PE-12 contract.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted in accordance with your planning cycle or any other planning activities that will be conducted this year. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

PARTNER COLLABORATION: List all meetings regularly attended and/or led by public health preparedness program staff and any special collaborations you will be conducting this year.

COMMUNITY EDUCATION AND MEDIA OUTREACH: List any activities you plan conduct that that enhance community preparedness or resiliency including community events, public presentations, and social or traditional media campaigns.

INCIDENTS AND RESPONSE ACTIVITIES: List incidents and response activities that occurred during the current grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: List activities or events that were not included when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

NOTES: For additional explanation.

PHEP Work Plan Template

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work**Training and Education**

Goal	Objectives	Planned Activities	Date Completed	Progress / Actual Outcome	Notes
3	<i>This is an example</i> <i>By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</i>	<i>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</i>	<i>9/15/2018</i>	<i>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2018.</i>	<i>Identified staff completed 700 and 800 series training online prior to December class.</i>
		<i>December 15, 2018, first classroom training.</i>	<i>12/15/2018</i>		
		<i>July 18, 2018, second classroom training.</i>	<i>3/18/2019</i>	<i>Five management staff completed IS-200 on March 18, 2019.</i>	
		<i>July 12, 2018, third classroom training.</i>	<i>5/12/2019</i>	<i>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2019.</i>	
		<i>PHEP coordinator will update all training records by July 25, 2018.</i>	<i>6/15/2019</i>	<i>Trainings records updated on June 15, 2019</i>	

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3, 4, 6, 7, 8, 9, 11, 12 and 13	<i>This is an example</i> <i>By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response.</i>	<i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i>	<i>9/1/2018</i>	<i>Met with management staff on September 1, 2018.</i>	
	<i>Goal 1.</i>	<i>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i>	<i>10/29/2018</i>	<i>Met with Emergency Management and other partners to develop TEP on 8/17/18. Sent TEP to Liaison on 9/01/18.</i>	
		<i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i>	<i>9/15/2018</i>	<i>Presentation developed and gave to staff on 9/15/18</i>	
		<i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i>	<i>9/15/2018</i>		
		<i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i>	<i>2/17/2019</i>	<i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i>	
		Unplanned Training and Education			

Drills and Exercises

Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Unplanned Drills and Exercises					

Planning

Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Unplanned Planning Activities					

Partner Collaboration

Goal	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Unplanned Partner Collaboration					

Community Outreach

Goal	Location	Activity / Event Name / Notes / Outcomes	Date Completed	Activity Hours	Total # of Attendees
Unplanned Community Outreach					

INCIDENT AND RESPONSE ACTIVITIES

CDC Cap. #s	Incident Name/OERS #	Date(s)	Outcomes	Notes

Attachment 2
Local PHEP Program Budget Template

Preparedness Program Annual Budget				
_____ County				
July 1, 201_ - June 30, 201_				
				Total
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	
Fringe Benefits @ ()% of describe rate or method			0	
TRAVEL				\$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, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)			\$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
TOTAL INDIRECT CHARGES @ _____% of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$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 compute 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 $50 \times 12 / 2080 = .29$ FTE			

Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201_ - December 31, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes: - The budget total should reflect the total amount in the most recent Notice of Grant Award. - The budget in each category should reflect the total amount in that category for that line item in your submitted budget.			

Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201_ - June 30, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes: • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget.			

**Public Health Emergency Preparedness
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for the fiscal year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

* in accordance with 45 CFR 74.37 or 45 CFR 92.5

Please return the completed form to your Regional Liaison by August 31 of each year.

Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

Attachment 3 Bibliography

1. Public Health Modernization Manual, Oregon Health Authority, Public Health Division, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, September 2017, pages 58-62
2. Americans With Disabilities Act of 1990, As Amended, Department of Justice, <https://www.ada.gov/pubs/adastatute08.pdf>, January 2009.
3. United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011. <http://www.cdc.gov/phpr/capabilities/>
4. Continuity Guidance Circular 1 (CGC 1), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/media-library-data/1386609058803-b084a7230663249ab1d6da4b6472e691/CGC-1-Signed-July-2013.pdf>, July 2013
5. National Incident Management System (NIMS), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/national-incident-management-system>, October 2017.
6. Public Health Accreditation Board, <http://www.phaboard.org/>.
7. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 1
8. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 2
9. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 3
10. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 4
11. Oregon Office of Emergency Management (OEM) National Incident Management System (NIMS) – *Who Takes What*, September 2014. http://www.oregon.gov/OEM/Documents/nims_who_takes_what.pdf
12. United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capability #1, Community Preparedness, March 2011.
13. United States Department of Health and Human Services Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capability #3, Emergency Operations Coordination, March 2011.
14. Community partnership development, Oregon Revised Statute §431.138, 2015.
15. Emergency preparedness and response, Oregon Revised Statute §431.133, 2015.
16. Communications, Oregon Revised Statute §431.134, 2015.
17. Leadership and organizational competencies, Oregon Revised Statute §431.136, 2015.
18. Assessment and epidemiology, Oregon Revised Statute §431.132, 2015.
19. Impending Public Health Crisis: Public Health Emergency Plans, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0200, 2008.
20. Impending Public Health Crisis: Diagnostic and Treatment Protocols, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0040, 2008.
21. Impending Public Health Crisis: Access to Individually Identifiable Health Information, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0050, 2008.
22. Participation of Local and Tribal Governments in the Emergency Management Performance Grant (EMPG) Program of the Federal Emergency Management Agency (FEMA), Oregon Administrative Rule §104-010-005, 2014.
23. Homeland Security Presidential Directive 5 (HSPD-5): Management of Domestic Incidents, February 2003.
24. Presidential Policy Directive 8 (PPD-8): National Preparedness, U.S. Department of Homeland Security, March 2011.
25. Homeland Security Presidential Directive 21 (HSPD-21): Public Health and Medical Preparedness, October 2007.

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

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including 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.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that 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.
 - c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
 - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

- g.** In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
- 3. Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter 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.
- 4. Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 Budget

This a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$58,106. For 7/1/18-6/30/19 the estimated award is \$57,840.

Please complete the following Line Item Budget for:

OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19)

Identify only funds requested under the OHA TPEP PE13 RFA.

Please call your Community Programs Liaison with questions related to this form.

	Agency:	Curry Community Health					
	Fiscal Contact:	Carole Cooke					
	E-mail address:	cookec@currych.org					
	Phone Number:	541-373-8060	Fax Number:	541-425-5558			
Budget Categories	Description						Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	
	1	TPEP Coordinator	\$38,188	90.00%	24	68,738.40	
	2					0.00	
	3					0.00	
	4					0.00	
	TOTAL SALARY					\$68,738.40	
	Narrative*:						\$68,738
(2) Fringe Benefits	Position #	Total Salary	Base if Applicable	%	=	Total Fringe	
	1	68,738.40	\$37,430	90.00%	=	33,687.00	
	2	0.00			=	0.00	
	3	0.00			=	0.00	
	4	0.00			=	0.00	
	TOTAL FRINGE					\$33,687.00	
							\$33,687
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0	
	Narrative*:						
							\$0
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$500	\$500
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.						
	In state		Out Of State		Subtotal		
	Narrative* : Grantees and Contractors 2017, Grantees and Contractors/Place Matters 2018						
	Per Diem:	797				\$797	
	Hotel:	900				\$900	
	Air fare:					\$0	
	Reg. fees:					\$0	
	Other:					\$0	
	Mileage:	Miles: 202	X	.535	per mile	\$108	
(6) Other	Please list.						
	IT- Information Technology Expense					\$675	
						\$0	
						\$0	
						\$0	
						\$0	
							\$675
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.						
Contracts must be pre-approved by liaison						\$0	
						\$0	
							\$0
(8) Total Direct Costs	(Sum of 1 through 7)						\$105,405
(9) Cost Allocation and Indirect Rate	Indirect @		10.00%			\$10,541	\$10,541
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.						\$115,946

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

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.

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 women, Breastfeeding Women, Postpartum Women, 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 approved by 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 mother feeding her breast milk to her infant(s) on the average of at least once a day.
 - d. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
 - e. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women , infants and children who have received Supplemental Foods or Food Instruments food benefits during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) 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 child care 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 Education 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.
- m. **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.
- n. **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.
- o. **Participants:** Pregnant women, Breastfeeding Women, Postpartum Women, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of participating Breastfeeding Women.
- p. **Postpartum Women:** Women up to six months after termination of a pregnancy.
- q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, 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.
- r. **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
- s. **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 as accepted by the LPHA.

- t. **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.
- u. **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 accepted by the LPHA, and located at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

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

- (1) Two-year-old vaccination rates
- (2) Adults who smoke cigarettes
- (3) Dental visits among children 0-5 years

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. 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.

- (1) 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 approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and 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 (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
- (2) 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 ADA; or is an Oregon Licensed Dietitian (LD).

b. 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 two Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for Participants certified for greater than 6 months, 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 Education 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 Education Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutritional Education 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 Nutritional Education Plan prior to any disbursement of funds under this Agreement. The Nutrition Education 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.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.
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. Biannual payroll verification forms, completed in January and July, for all staff, funded in whole or in part, by funds provided under this Agreement.
 - d. Annual WIC budget projection for the following state fiscal year.
 - e. Nutrition Education 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 twelve (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 women, infants, and children who are nutritionally at risk and who are Participants. FDNP Services are also intended to expand the awareness, use of and sales at local Farmers Markets and Farm Stands. FDNP Participants receive checks 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 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:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - c. **Farmers Market Season or Season:** June 1 – October 31.
 - 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 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 women, Breastfeeding Women, non-Breastfeeding Postpartum Women, infants 4 months of age or older 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) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. 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:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.
 - (4) **Check 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 230, 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 record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the OHA FDNP Coordinator.
 - (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. **Reporting Requirements.** The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

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 primarily through an LPHA Peer Counselor, during non-traditional work hours at specific intervals, to pregnant and Breastfeeding Women who are Participants community of the 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, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO 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.
 - d. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to a Peer Counselor.
 - e. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants and participate 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 women 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 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 #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the RH Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>
3. **Procedural and Operational Requirements.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

- (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.

Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)

- (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

Citation 42 CFR 59.15

- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.
Citation OAR 855-043-0700 to 855-043-0750.
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)
- e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual** www.healthoregon.org/rhmanual (Section A1)
- f. **Data Collection.**
 - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - (2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.

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

- a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
- b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.

5. Program Income.

- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.
Citation 42 CFR 59.5(a)(7) and (8)

- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C

- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
- a.** LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects. .
 - b.** LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c.** In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d.** LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e.** LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f.** LPHA must assure that all requirements of this Program Element are met.

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

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 Services Block Grant Program (Title V) to provide the following services:

- a. Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (MCAH Services);
- b. Oregon Mothers Care (OMC) Services;
- c. Maternity Case Management (MCM) Services; and
- d. Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

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.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

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

- a. **Definitions Specific to MCAH Preventive Health Services.**

- (1) **MCAH Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds:** Title V and state general funds that can be used for any MCAH Service within the scope of the limitations in Section 4 of this Program Element.

- b. **Definitions Specific to OMC Services.**

OMC Services: Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

- c. **Definitions Specific to MCM Services.**

- (1) **Maternity Case Management (MCM):** A component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- (2) **Care Plan, Case Management, and Prenatal/Perinatal Care Provider:** Have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.

- d. **Definitions Specific to Babies First! and Nurse Family Partnership (B1st!/NFP) Services.**

B1st!/NFP Services: The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are

delivered or directed by public health nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

- 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 services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
(Component 1) Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or "MCAH Service(s)")		*		X	X	X	X	X	X	X	X	
(Component 2) Oregon Mothers Care (OMC) Services		*		X	X		X	X	X		X	
(Component 3) Maternity Case Management (MCM) Services		*		X	X		X	X	X		X	
(Component 4) Babies First! (B1st!) and/or Nurse Family Partnership (NFP)		*		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:

a. **General Requirements**

- (1) Data Collection. LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 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) Administration. 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)].
- (3) 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 develop the specific procedures that LPHA must implement to provide 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].
- (4) Funding Limitations. Funds awarded under this Agreement for this Program Element must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **Title V Funds.** Title V funds shall not be used as match for any federal funding source. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities. The following items are listed in the Exhibit C, Financial Assistance Award and have the following limitations:
 - i. MCAH Title V CAH Funds: A minimum of thirty percent (30%) of the total funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - ii. MCAH Title V CAH: Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.

- iii. MCAH Title V Flexible Funds: The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - iv. MCAH Title V CAH: Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.
 - v. MCAH Oregon Mother's Care Title V: Funds must be used for implementing Subsection 4.c. below.
 - vi. MCAH Title V CAH: Funds may also be used for Subsection (4)(b) below, for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection i. and ii. above and b.(2) below.
- (b) **MCAH Perinatal General Funds and Title XIX**: Funds must be used for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
- (c) **MCAH CAH General Funds and Title XIX**: Funds must be used for public health services for infants, children and adolescents.
- (d) **MCAH Babies First! General Funds**. Funds are limited to expenditures for those services.
- b. **MCAH Services**. All MCAH 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 submit a annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at <https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx> for OHA approval. The Title V Plan shall include:
 - (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of the Title V annual plan;
 - (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.
 - (2) LPHA must provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Services administered by OHA include, but may not be limited to the following:
 - (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local public health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and national Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities

- ii. National Title V Priorities 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 Life Course.
 - iii. Oregon's State Title V Performance Measures
 - iv. Oregon's evidence-based/informed Title V strategic measures
- (b) State MCAH Perinatal, Child and Adolescent Health General Fund funded work may be related to state-identified Title V Priorities, or address the following:
 - i. Preconception health services such as preventive health and health risk reduction 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. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - ii. Perinatal health services such as Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - iii. Infant and child health services such as B1st! and NFP Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- (c) LPHA may provide other MCAH Services identified through the annual plan or local public health assessment, and approved by OHA.
- c. **OMC Services Procedural and Operational Requirements.** 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 women.
 - (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 or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women referred to LPHA 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); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
- (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women 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 185% or less of the federal poverty level ("FPL") for an individual or family.
- (6) LPHA must make available to all low-income pregnant women within the county assistance in applying for OHP coverage.
- (7) LPHA must make available to all low-income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
- (8) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- (9) Except as specified below, LPHA must deliver directly all OMC Services supported in whole or in part with financial assistance provided under this Agreement for this Program Element. With the prior written approval of OHA, LPHA may Subcontract with one or more providers for the delivery of OMC Services.
- d. **MCM Services Procedural and Operational Requirements.** For those clients not enrolled in a CCO, all MCM Services provided with funds under this Agreement for this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a Subcontract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 4.a. of this Program Element
- e. **Babies First! and Nurse Family Partnership Services Procedural and Operational Requirements.** All B1st!/NFP 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.** LPHA must designate a staff member as its B1st!/NFP Coordinator

(2) Home Visits.

- (a)** B1st!/NFP Services must be delivered by or under the direction of a PHN. B1st! services may be provided to eligible perinatal women, 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. A PHN must establish and support a care plan and must, at a minimum, complete assessments and screenings for children at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
 - i.** An assessment of the child's growth.
 - ii.** A developmental screening.
 - iii.** A hearing, vision and dental screening.
 - iv.** An assessment of perinatal depression and anxiety.
 - v.** An assessment of parent/child interactions.
 - vi.** An assessment of environmental learning opportunities and safety.
 - vii.** An assessment of the child's immunization status.
 - viii.** Referral for medical and other care when assessments indicate that care is needed.
- (b)** Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement)
- (c)** B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

- (3) 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. Services arranged through Subcontract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.

- 5. General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. Reporting Requirements.

- a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit Annual Reports for the MCAH Plan and collect and submit data for clients receiving MCAH services supported with funds from OHA under this Agreement, satisfactory to OHA.

(1) Title V Funds

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

(2) State Perinatal and Child General Funds

If LHA provides direct client services using these funds:

- (a)** By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
- (b)** LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- (c)** If LPHA pays providers for services with MCAH funds, LPHA must include client data from those providers.
- (d)** At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

b. Reporting Obligations and Periodic Reporting Requirements for OMC Services. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose.

c. Reporting Obligations and Periodic Reporting Requirements for MCM Services. In addition to the reporting obligations set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA must collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:

- (1)** By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
- (2)** The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- (3)** If LPHA pays providers for services with MCAH funds, LPHA must include client data from those providers.
- (4)** Client data must include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- (5)** All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

- d. Reporting Obligations and Periodic Reporting Requirements for Babies First! and Nurse Family Partnership (B1st!/NFP) Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st/NFP Services:
- (1)** By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a)** The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b)** If LPHA pays providers for services, LPHA must include client data from those Providers.
 - (2)** Client data reports must include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - (3)** All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

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

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.

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. Services 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 vulnerable populations with an emphasis on ensuring access and equity in service delivery.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by Centers for Disease Control and Prevention (CDC) to improve clinic immunization rates and practices.
- c. **Billable Doses or Billable Vaccines:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **Delegate Addendum:** A document serving as a contract between LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a Public Provider Agreement and Profile.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- j. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- k. **Forecast(ing):** Determining vaccines due for an individual, based on immunization history and age.
- l. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- m. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- n. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- o. **Service Area:** Geographic areas in Oregon served by immunization providers.
- p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. **Vaccine Eligibility:** An individual's eligibility for State-Supplied Vaccine/IG based on insurance coverage for immunization.
- t. **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 that have Deputization agreements with FQHCs/RHCs.
- u. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component						
X = Other applicable foundational programs												
Vaccines for Children Program Enrollment					*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Vaccine/IG					*		X					
Delegate Agencies					*			X				
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
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 Metric:**

Two-year-old vaccination rates.

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

Percent of Vaccines for Children clinics that participate in the AFIX program.

- 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. **State-Supplied Vaccine/IG Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine/IG provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider.
- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. **Vaccine Management.**
 - (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventories must be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. **Billable Vaccine/IG.**
 - (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. **Delegate Agencies.**
 - (1) If LPHA has a Subcontract for Immunization Services LPHA must complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.
- f. **Vaccine Administration.**
 - (1) LPHA must administer vaccines as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that Clinical Immunization Staff annually view a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children's Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.
 - (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.

- (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
- (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
- (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
- (f) If LPHA documents vaccine administration electronically LPHA must demonstrate the ability to override a VIS date in their EHR system.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha.phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

g. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their AFIX rates and other population-based county rates.
- (2) 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 raise immunization rates. Activities may include:
 - Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
 - One of these activities must be related to promoting AFIX participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote AFIX activities.

h. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

- i. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
- j. <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServices>
<http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
 - (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
 - (3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.
- k. **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.

I. 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 <http://1.usa.gov/OregonSchool>
- (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 <http://1.usa.gov/OregonImmunizationLaw>. 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.
- (4) 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 third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Affordable Care Act Grants/Prevention and Public Health Project Grants

- (1) If one time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

- n. State Sponsored Conferences:** LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the OHA will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

- 5. General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.

6. Reporting Requirements.

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.

- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.l.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. Performance Measures.

- a. LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the AFIX program.
- b. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- c. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- d. LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

Attachment 1

Billing Health Plans in Public Clinics Standards

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or Vaccine Eligibility code
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for Billable Vaccine.”
 - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and Vaccine Eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in Vaccine Eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses Vaccine Eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses Vaccine Eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a Vaccine Eligibility code of B or L

Program Element #44: School-Based Health Centers (SBHC)

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 School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2017 Oregon Healthy Teens Survey, approximately 62% of both 8th and 11th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at in easily accessible location for students and families.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to School-Based Health Centers.**

Biennium June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center ("SBHC") has the meaning given the term in ORS 413.225

SBHC Standards for Certification In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the following sections of the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components		Foundational Program					Foundational Capabilities						
		CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
					Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component							X = Foundational capabilities that align with each component						
X = Other applicable foundational programs													
Compliance of SBHC Standards for Certification		X	X		X	*	X	X	X	X	X		
Planning Grant for SBHCs					*		X	X	X		X		
Mental Health Expansion Grants			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:

Communicable Disease Control – Gonorrhea rates; and
Access to Clinical Preventive Services – Effective Contraceptive Use.

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:

- Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.
- All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which are accessible on the Internet at http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html
- The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive a SBHC Planning Grant:

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified the last day of the Biennium to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advance Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Mental Health Expansion Grants.

- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

- (a) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
 - (b) Supporting mental health projects (as defined by grant proposal) within the SBHC system
- (2) LPHA must provide services that are culturally and linguistically appropriate to their target population

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must collect data as part of an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in monthly check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. **Performance Measures.**

- a. LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30).

Program Element #50: Safe Drinking Water Program**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 Agreement are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within LPHA's 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."

 Public drinking water systems addressed in this Program Element Description include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for Non-EPA Water Systems using Groundwater sources only.
- c. LPHA is responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in 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 LPHA 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 3,600 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. LPHA reviews sanitary defects identified and approves corrective action schedules.
- g. **Level 2 Coliform Investigation:** An investigation conducted by LPHA and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a level 1 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-EPA Water System:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- k. **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.
- l. **OHA:** Oregon Health Authority
- m. **Priority Deficiencies:** Deficiencies identified during water system sanitary survey that have a direct threat pathway to contamination or inability to verify adequate treatment.

Well: Sanitary seal or casing not watertight

Well: No screen on existing well vent

Spring: No screen on overflow

Spring: Spring box not impervious durable material

Spring: Access hatch / entry not watertight

Storage: No screened vent

Storage: Roof and access hatch not watertight

Storage: No flap valve, screen, or equivalent on overflow

Treatment (UV): No intensity sensor with alarm or shut-off

- 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) 333-061.
 - 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. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

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

Percent of Community Water Systems that meet health-based standards

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

- (1) **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required.
- (2) **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- (3) **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

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.** LPHA 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 LPHA under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. **Required Services:**

- (1) Emergency Response: LPHA must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHA must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) Independent Enforcement Actions: LPHA must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. LPHA must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
- (3) Computerized Drinking Water System Data Base: LPHA 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. LPHA must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current.
- (4) Technical and Regulatory Assistance: LPHA must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHA must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: LPHA must investigate all water quality alerts for detections of regulated contaminants at community, NTNC, TNC, and non-EPA water systems.
 - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), LPHA 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. LPHA must submit a Contact Report to DWS within 2 business day of the alert date.

- (b) For all other alerts, LPHA 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. LPHA must submit a Contact Report to DWS within 6 business days of the alert date.
- (6) Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, LPHA must conduct a water system site visit (or equivalent), complete the Level 2 Investigation form and must submit to DWS within 30 days of triggered investigation date.
- (7) Water System Surveys: LPHA 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 DWS provided forms 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.
- (8) Resolution of Priority Non-compliers (PNC): LPHA 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) LPHA 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't be returned to compliance within three more months, LPHA 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. LPHA 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 (c) above, LPHA must prepare and submit to DWS a written request for a formal enforcement action, including LPHA's 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. LPHA must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.
- (9) Level 1 Coliform Investigation Review: After a level 1 investigation is triggered by DWS, LPHA must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, LPHA must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.
- (10) Water System Survey Significant Deficiency Follow-ups: LPHA 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 (March, 2016).
 - (a) After deficiencies are corrected, LPHA 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, LPHA must follow up with a failure to take corrective action letter.
 - (c) For priority deficiencies LPHA must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. LPHA must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected LPHA must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If priority deficiencies are not corrected by specified timeline, LPHA must ensure the water system carries out public notice, and refer to DWS for formal enforcement.
- (11) Enforcement Action Tracking and Follow-up: For both EPA and non-EPA systems, after DWS issues an enforcement action, LPHA must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. LPHA must document all contacts and verifications and submit documentation to the DWS. LPHA must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA must notify DWS when all corrections are complete and submit the notice within 30 days.
- (12) Resolution of Monitoring and Reporting Violations:
- (a) LPHA 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.
- (13) Inventory and Documentation of New Water Systems: LPHA must inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. LPHA must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, LPHA may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.
- (14) Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	Non-EPA
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	X*
Water System Surveys	X	X	X	

	CWS	NTNC	TNC	Non-EPA
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	X*
Resolution of Monitoring and Reporting Violations	X	X	X	
Inventory and Documentation of New Water Systems	X	X	X	X

*E.coli only

c. Staffing Requirements and Qualifications.

- (1) LPHA must develop and maintain staff expertise necessary to carry out the services described herein.
- (2) LPHA 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.
- (3) LPHA 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.

5. General Revenue and Expense Reporting. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. Reporting Requirements.

- a. Documentation of Field Activities and Water System Contacts.** LPHA 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.** LPHA 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 day 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. For acute MCL alerts (E.coli, Nitrate, and Arsenic): must submit Contact Reports to DWS within 2 business days of alert, all other alerts 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 LPHA's 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.

c. **DWS Audits.** LPHA must give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.

7. **Performance Measures.** LPHA must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Percent of Community Water Systems that meet health-based standards.

DWS will use three performance measures to evaluate LPHA's performance as follows:

- a. **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
- b. **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.

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

- a. Distribute drinking water program and technical information on a monthly basis to LPHA.
- b. Sponsor at least one annual 8-hour workshop for LPHA 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. LPHA is responsible for travel expenses for LPHA 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. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

- d.** Provide LPHA with the following information:
 - (1)** Immediate Email Notification: 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 LPHA.
 - (3)** Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a LPHA 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 LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
- f.** Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
- g.** Refer to LPHA all routine inquiries or requests for assistance received from public water system operators for which LPHA is 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 LPHA and as agreed by OHA.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
- 3. Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Curry County Street: 94235 Moore St. City: Gold Beach State: OR Zip Code: 97444		2) Issue Date July 01, 2018	This Action INITIAL FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01	State Support for Public Health	26,881		26,881
PE12	Public Health Emergency Preparedness and Response (PHEP)	69,174		69,174
PE13	Tobacco Prevention and Education Program (TPEP)	57,840		57,840
PE40-01	WIC NSA: July - September	22,691		22,691
PE40-02	WIC NSA: October - June	68,074		68,074
PE40-05	Farmer's Market	575		575
PE41	Reproductive Health Program	1,751		1,751
PE42-01	MCAH Title V CAH	5,573		5,573
PE42-02	MCAH Title V Flexible Funds	13,004		13,004
PE42-03	MCAH Perinatal General Funds & Title XIX	1,904		1,904
PE42-04	MCAH Babies First! General Funds	6,083		6,083
PE42-06	MCAH General Funds & Title XIX	3,572		3,572
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	8,735		8,735
PE44-01	SBHC Base	60,000		60,000
PE44-02	SBHC - Mental Health Expansion	70,000		70,000
PE50	Safe Drinking Water (SDW) Program (Vendors)	22,441		22,441
		438,298	0	438,298
5) Foot Notes:				
PE40-01	1	Award for July - September should be spent by 9/30/18		
PE40-02	1	Award for October - June should be spent by 6/30/19		
PE40-05	1	Award is one-time funding to be spent by 11/30/18		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Curry County Street: 94235 Moore St. City: Gold Beach State: OR Zip Code: 97444		2) Issue Date July 01, 2018	This Action INITIAL FY 2019
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE41 1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award must be spent by the end of June 30, 2019		
6) Comments: PE40-01 Nutrition Ed of \$4,538 & BF of \$793 to be spent by 9/30/18 PE40-02 Nutrition Ed of \$13,615, BF of \$2,379 to be spent by 6/30/19 PE50 \$2,020 must be spent from 7/1/18 to 9/30/18. \$6,059 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)			
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY											
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT											
				EMAIL TO: OHA-PHD.Expend&RevReport@state.or.us							
		Agency: [Enter your agency name]									
		Program: [Enter the Program Element Number and Title]									
		Fiscal Year: July 1, [start year]		to		June 30, [end year]					
BREAKDOWN BY FISCAL YEAR QUARTER											
REVENUE		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A. PROGRAM INCOME/REVENUE		Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1. Revenue from Fees		*****		*****		*****		*****		*****	\$ -
2. Donations		*****		*****		*****		*****		*****	\$ -
3. 3rd Party Insurance		*****		*****		*****		*****		*****	\$ -
4. Other Program Revenue		*****		*****		*****		*****		*****	\$ -
TOTAL PROGRAM INCOME		*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -
5. Other Local Funds (Identify)										\$ -	*****
5a.										\$ -	*****
5b.										\$ -	*****
6. Medicaid/OHP/Ccare										\$ -	*****
7. Volunteer and In-Kind (estimate value)										\$ -	*****
8. Other (Specify)										\$ -	*****
9. Other (Specify)										\$ -	*****
10 Other (Specify)										\$ -	*****
TOTAL REVENUE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B. EXPENDITURES		Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1. Personal Services (Salaries and Benefits)										\$ -	\$ -
2. Services and Supplies (Total)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts										\$ -	\$ -
2b. Travel & Training										\$ -	\$ -
2c. General Supplies										\$ -	\$ -
2d. Medical Supplies										\$ -	\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay										\$ -	\$ -
4. Indirect Cost (\$)										\$ -	\$ -
4a. Indirect Rate (____%)		*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income		*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -
TOTAL REIMBURSABLE EXPENDITURES		*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -	*****	\$ -
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.											
C. CATEGORY		Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date					
1. Client Services						\$ -					
2. Nutrition Education						\$ -					
3. Breastfeeding Promotion						\$ -					
4. General Administration						\$ -					
TOTAL WIC PROGRAM		\$ -	\$ -	\$ -	\$ -	\$ -					
D. CERTIFICATE											
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)											
PREPARED BY		PHONE				AUTHORIZED AGENT SIGNATURE				DATE	

Form Number 23-152

Revised January 2018

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY											
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT											
		EMAIL TO:		OHA-PHD.Expend&RevReport@state.or.us							
		Agency: [Enter your agency name]									
		Program: [Enter the Program Element Number and Title]									
		Fiscal Year:		July 1, [start year]		to		June 30, [end year]			
OTHER SERVICES & SUPPLIES EXPENDITURES FORM											
BREAKDOWN BY FISCAL YEAR QUARTER											
OTHER SERVICES & SUPPLIES EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
2e.	OTHER SERVICES & SUPPLIES*	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	TOTAL OTHER S&S EXPENDITURES**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Form Number 23-152 Other S&S Expenditures											
Revised January 2018											
*Note: For each line under 2e. OTHER SERVICES & SUPPLIES, enter the type of other expenditures and the amount for both the Non-OHA/PHD Expenditures column and OHA/PHD Expenditures Column.											
**Note: The Total Other S&S Expenditures for each quarter here needs to be entered into the corresponding cells in Line 2e. Other under the Expenditure Section of the Expenditure and Revenue Report.											

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.Expend&RevReport@state.or.us
WHEN TO SUBMIT:	Reports for grants are due 25 days following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and 50 days after the 12-month period (8/25) in each fiscal year. Any expenditure reports due and not received by the 25th could delay payments until reports have been received from the payee for the reporting period.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency** name, **Program Element Number and Title**, and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either LPHA Revenue or Non-OHA/PHD Revenue.
LPHA Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, LPHA Revenue column, Lines 1 through 4, for each quarter. LPHA program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total LPHA Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of LPHA and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total LPHA or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225_Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.
Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the LPHA Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

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 “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 "Grant Award" 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 "Grant Award" 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.
- g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 "Program"** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

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 Responsibilities.** 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. **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 Compliance.** The health care component of OHA described in OAR 943-014-0015(1) 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 as applicable. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.

- a. **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.
- b. **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.

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) At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
 - (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
 - (3) 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.

- 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 or Misexpenditure.** If OHA believes there has been an Underexpenditure (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" 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.

- (a) LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure 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 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 that the amount of the Underexpenditure 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. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. 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 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 pursuant to "Appeal Process" above), OHA may recover the Underexpenditure 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 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, 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, 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.

(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 has to 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 or not 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 and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures 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.
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 §200.331, 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.
- 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, any and 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, any and 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, no later than the 25 calendar days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 calendar days following the end of the fourth quarter (or 12 month period) the following reports:

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 in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and 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. 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. If LPHA fails to

comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

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 actually disbursed by OHA under this Agreement or with respect to Program Element services actually 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 \$5,000 per unit. 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
 - (6) Software
 - b. For any Equipment authorized by OHA for purchase 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) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment
 - c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. 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 \$5,000, using the straight line method.

- 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 any and 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.** If funds from this Agreement are authorized by OHA to be 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 agreement reflected in a special condition or Footnote 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.

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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is 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.** 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).
- b.** 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.

- c. 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 made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular 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.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular 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 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 particular 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.

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 actually disbursed by OHA under this Agreement, or with respect to Program Element services actually 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 first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", 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 have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its Subcontractors(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all Subcontractor(s) to which such access has been granted to comply with 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 particular 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 below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Room 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Curry County,
Ben Cannon
94235 Moore Street
Gold Beach, Oregon 97444-9704
Telephone: (541) 247-3296 Facsimile: 541-247-2718
Email: CannonB@co.curry.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 LPHA 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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the subcontractor from and against any and all Claims.

EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, 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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to 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. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **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.
4. **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).
5. **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.
- 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.

6. **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.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **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.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **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.).
11. **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 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 agreement) 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. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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.
13. **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.
14. **Disclosure.**
 - a. 42 CFR 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. 42 CFR 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. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom 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.

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) from the provider, fiscal agent or managed care entity.

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

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

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 Contract requires Subcontractor to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority imposes security requirements, and Oregon Health Authority or LPHA grants Subcontractors access to such Oregon Health Authority Information Assets or Network and Information Systems, Subcontractor shall comply and require its staff to which such access has been granted to comply with 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 services, Subcontractor shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority's written policies made available to Subcontractor.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Subcontractor.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Subcontractor.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, LPHA's or the Oregon Health Authority'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.

- 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 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, 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 2017-2019 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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subcontractor from and against any and 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 REQUIREMENTS

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (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 that are 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 Subcontractors 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 Subcontractor 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 or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA** ☐ **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ 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. COMMERCIAL GENERAL LIABILITY

☒ **Required by OHA** ☐ **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ 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. AUTOMOBILE LIABILITY INSURANCE

☒ **Required by OHA** ☐ **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ 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. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar 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).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT J

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12: Public Health Emergency Preparedness and Response (PHEP)		
Funding Information Table		
Federal Award Identification Number (FAIN):		Federal Funds
	Federal Award Date:	TBD
	Performance Period:	07/01/18-06/30/19
	Federal Awarding Agency:	CDC
	CFDA Number:	93.069
	CFDA Name:	Public Health Emergency
	Total Federal Award:	TBD
	Project Description:	Public Health Emergency
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50407
Agency/Contractor	DUNS	Amount
Curry	Not Found	\$69,174

PE40-01: WIC NSA: July - September		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/23/2018
	Performance Period:	10/1/18-9/30/19
Federal Awarding Agency:		USDA
	CFDA Number:	10.557
	CFDA Name:	WIC NSA Grant
	Total Federal Award:	23712609
	Project Description:	Administrative funds
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	52765
	INDEX:	50331
Agency/Contractor	DUNS	Amount
Curry	Not Found	\$22,691

PE40-02: WIC NSA: October - June		
Funding Information Table		
Federal Award Identification Number (FAIN):		TBD
	Federal Award Date:	3/23/2018
	Performance Period:	10/1/18-9/30/19
Federal Awarding Agency:		USDA
	CFDA Number:	10.557
	CFDA Name:	WIC NSA Grant
	Total Federal Award:	23712609
	Project Description:	Administrative funds
	Awarding Official:	Sue Woodbury
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	52765
	INDEX:	50331
Agency/Contractor	DUNS	Amount
Curry	Not Found	\$68,074

PE41: Reproductive Health Program		
Funding Information Table		
Federal Award Identification Number (FAIN):		PA-FPH-18-001
	Federal Award Date:	TBD
	Performance Period:	TBD
Federal Awarding Agency:		DHHS OPA
	CFDA Number:	93.217
	CFDA Name:	Family Planning Services
	Total Federal Award:	TBD
	Project Description:	Reproductive Health
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50333
Agency/Contractor	DUNS	Amount
Curry	Not Found	\$1,751

PE42-01: MCAH Title V CAH				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
	Federal Award Date:	3/20/2018		
	Performance Period:	10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
	CFDA Number:	93.994		
	CFDA Name:	MCH Block Grant		
	Total Federal Award:	6130000		
	Project Description:	MCH Services		
	Awarding Official:	Carolyn Gleason		
	Indirect Cost Rate:	10.00%		
Research and Development (Y/N):		No		
	PCA:	52778	TBD	
	INDEX:	50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Curry	Not Found	\$1,393	\$4,180	\$5,573

PE42-02: MCAH Title V Flexible Funds				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
	Federal Award Date:	3/20/2018		
	Performance Period:	10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
	CFDA Number:	93.994		
	CFDA Name:	MCH Block Grant		
	Total Federal Award:	6130000		
	Project Description:	MCH Services		
	Awarding Official:	Carolyn Gleason		
	Indirect Cost Rate:	10.00%		
Research and Development (Y/N):		No		
	PCA:	52778	TBD	
	INDEX:	50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Curry	Not Found	\$3,251	\$9,753	\$13,004

PE42-03: MCAH Perinatal General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
	Federal Award Date:	10/1/2017		
	Performance Period:	10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
	CFDA Number:	93.778		
	CFDA Name:	Medical Assistance		
	Total Federal Award:	N/A		
	Project Description:	Medicaid Administration		
	Awarding Official:	N/A		
	Indirect Cost Rate:	N/A		
Research and Development (Y/N):		No		
	PCA:	52758	GF Match	
	INDEX:	50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Curry	Not Found	\$952	\$952	\$1,904

PE42-06: MCAH General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
	Federal Award Date:	10/1/2017		
	Performance Period:	10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
	CFDA Number:	93.778		
	CFDA Name:	Medical Assistance		
	Total Federal Award:	N/A		
	Project Description:	Medicaid Administration		
	Awarding Official:	N/A		
	Indirect Cost Rate:	N/A		
Research and Development (Y/N):		No		
	PCA:	52753	GF	
	INDEX:	50336	Match	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Curry	Not Found	\$1,786	\$1,786	\$3,572

PE43: Public Health Practice (PHP) - Immunization Services (Vendors)				
Funding Information Table				
Federal Award Identification Number (FAIN):		1805OR5ADM	State Fund Match	
Federal Award Date:		10/1/2017		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		CDC/Medicaid		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance		
Total Federal Award:		2097876		
Project Description:		Immunization Medicaid		
Awarding Official:		N/A		
Indirect Cost Rate:		N/A		
Research and Development (Y/N):		No		
PCA:		TBD		
INDEX:		50404		
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Curry	Not Found	\$2,184	\$6,551	\$8,735

PE50: Safe Drinking Water (SDW) Program (Vendors)						
Funding Information Table						
Federal Award Identification Number (FAIN):		98009017	31218	TBD	General Funds	
Federal Award Date:		9/18/2017	9/15/2017	TBD		
Performance Period:		8/1/2017 - 8/31	10/1/2017 - 9/3	10/1/2018 - 9/30/2019		
Federal Awarding Agency:		EPA	EPA	EPA		
	CFDA Number:	66.468	66.432	66.432		
	CFDA Name:	Safe Drinking W	State Public Wa	State Public Water		
Total Federal Award:		1930600	2137968	TBD		
Project Description:		Oregon's safe drinking	Public water system	Public water system	Drinking Water Program	
Awarding Official:		Harold Rogers	Harold Rogers	Harold Rogers		
Indirect Cost Rate:		17.45%	17.45%	16.41%		
Research and Development (Y/N):		No	No	No	No	
	PCA:	51873	51865	TBD	51283	
	INDEX:	50204	50204	TBD	50204	
Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Total FY 2019
Curry	Not Found	\$7,181	\$2,020	\$6,059	\$7,181	\$22,441



Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both pages of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Karen Gilmartin Date: 06/02/2018

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

☐ Ambulance Service Area Advisory Committee	☒ Coos Curry Housing Authority
☐ Board of Property Tax Appeals	☐ Fair Board
☐ Brookings Airport Advisory Committee	☐ Farm Board of Review
☐ Budget Committee	☐ Local Public Safety Coordinating Council
☐ Building Codes Appeal Board	☐ Planning Commission
☐ CCD Business Development Corporation	☐ RSVP Advisory Board
☐ Citizen Involvement Committee	☐ Solid Waste Advisory Committee
☐ Compensation Board	☐ Veteran's Advisory Council
☐ Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

☒ Yes ☐ No If Yes, list which committee(s):
Coos Curry Housing Authority

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? I have been a commissioner for the past 4 yrs from
from Curry County

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? Housing

Describe your previous experience in this appointed position or a similar position: Commissioner

Other volunteer activities: _____

Does your schedule allow you to attend daytime meetings?

☒ Yes ☐ No

Does your schedule allow you to attend evening meetings?

☒ Yes ☐ No

Does your schedule limit the days you could attend meetings?

☐ Yes ☐ No

If Yes, please explain _____

Have you ever been convicted of a crime?

☐ Yes ☒ No

If Yes, please explain _____

(b) (1) (A)

June 7, 2018
Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per ORS 192.502(3), the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.

Your mailing address: _____

(b) (1) (A)

Best phone number to call you: _____

(b) (1) (A)

E-Mail address: _____

(b) (1) (A)

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

PROPOSED AGENDA ITEM TITLE: May 2018 Community Development Department Activity Report

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 06.20.2018 **DEPARTMENT:** Community Development

TIME NEEDED: 5 minutes

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 06.13.2018

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1)

(2)

(3)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☒ Other : If authorized, Board members need to sign the final plat.

Return signed mylars to Nancy Chester.

Phone: 541-247-3284

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY ADMINISTRATOR REVIEW

☐ **APPROVED FOR** BOC MEETING ☐ Not Approved for BOC Agenda because

ASSIGNED TO: CONSENT



**Community Development Department
May 2018 Activity Building, Economic Development, Planning**

Department Administration and funding

- May revenue – \$35,627
- April 2018 activity report preparation
- Work throughout the month on a planning ordinance violation of a side yard setback.
- Work with County Administrator and Portland State University for engagement of graduate student for a PSU fellowship program to summer assistance related to economic development projects. Ultimately the IGA for services was not supported by the Interim Acting Administrator.
- Gathering info for LUBA appeal for special counsel organization of files to submit
- Continued work on FY 2018.2019 budget, meetings with Finance Director and Interim Acting County Administrator
- Building Official resignation and commencement of recruiting.

Economic Development

- Continued follow-up with CCD regarding Curry County Enterprise zone, attended Port Orford Port Commission meeting. Final meeting was held with the Port of Port Orford, the Commission adopted a resolution of support was adopted. One last resolution of support is needed from the Brookings Harbor Commission.
- Presentation to the Board on May 2 for a letter of support to the National Park Service on a no cost grant for NPS work with Curry County to prepare a Floras Lake Forest Land master. Following the Director presentation recommending the letter of support, the Interim Acting Administrator and the Board held a discussion and the Board declined to authorize the letter of support; thus an application has not been prepared nor will it be submitted to NPS.
- Participation in SCDC Board meeting
- On site meeting with Michelle Martin, Neighborworks Umpqua CD Director regarding a city of Gold Beach parcel available for affordable housing.
- Paperwork and calls related to turn back of \$5,000 Allcare funds for Accessory Dwelling unit outreach project; requested returned money be available for Curry County Housing feasibility study.
- Continued discussion with Travel Oregon to get Langlois on their website
- Participated in Travel Southern Oregon coast Board meeting.
- South Coast Development Council work:

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.



- **Project Fire:** SCDC received the preliminary report from ECONorthwest on the economic impact from the Chetco Bar fire. This report is expected to be finalized in July.
- **Regional Tourism:** SCDC is representing Curry County for the Oregon South Coast Regional Tourism Network (OSCRTN). OSCRTN was assembled by investments from multiple tourism related entities to develop a direction and add solidarity to all of the tourism efforts in the area. Focused on leveraging relationships, opportunities and dollars OSCRTN is works to create consensus on

priorities to set up other tourism organization for success, and focus regional tourism organizations in a direction that will lay the groundwork to further develop the Southern Oregon Coast into a destination.

Governor's Marketplace: SCDC has been working with the Governor's Office to offer a Governor's Marketplace for government contracting and Business Resources. This event was held on May 22nd at the Brookings SOCC campus. There were about 20 Curry County folks in attendance. The County was represented by several small business owners looking for opportunities to contract with the state and federal governments on items from small individual purchases to large construction jobs.

Gold Beach Main Street: SCDC met with the Gold Beach Main Street Organization to identify how SCDC can apply for grants and public meeting organization.

Partnership with Rural Development Initiatives (RDI): SCDC has negotiated a deal with RDI to get a team of "boots on the Ground" individuals to increase the amount of business interviews in Curry County to assist local business expansion and improvements. RDI is a private, nonprofit 501(c)3 organization based in Eugene, Oregon formed in 1991 in response to the timber industry crisis. RDI supports rural communities with programs and services help communities help themselves with effective and results-oriented training and resources necessary for individuals living in rural communities to build and sustain a better future in their communities. RDI was granted funds from the Ford Family Foundation to pay for their time and expertise to help with the business interviews. These interviews will start in June and run through the end of August.

Individual business interviews. SCDC is helping the State of Oregon to interview non-traded sector businesses to see how the state can better help these types of businesses. Currently most funding and help available from the state is only offered to traded sector (manufacturing) businesses. Interviews with local businesses will pave the way for additional state support for traded sector businesses. In May, five interviews were conducted in Curry County.

Planning Division

- Permit activity: 1 CUP renewal, 3 Land Use Compatibility Statements, 4 new address, and 11 Planning Clearance reviews, 1 property line adjustment, 1 tentative partition plat
- Administrative Permit processing, review of work by LCOG and communication with applicants on various projects
- Review/ discussion with various agencies/individuals on recent state legislation regarding Accessory dwelling units.
- Preparation of information for the Planning Division website related to permit processing.
- Work with Lower Rogue watershed council regarding IGA for update of 2006 Curry County Water Quality Implementation Plan

Building Division

- Building Permits: 38
- Building Inspections: 127
- Preparation of information for the Building division web site
- Evaluation of Park models and RV's and compliance with International building codes
- Prep of info and two meetings with Brookings regarding IGA for some building services.
- Phone calls and walk in visits - 400 served