

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, August 15, 2012**  
**LOCATION: Wasco County Courthouse, County Courtroom #202**  
**511 Washington Street, The Dalles, Oregon**

**Public Comment:** Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour. To speak at other times please wait for the current speaker to conclude. Raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Chair.

**Departments:** Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

**NOTE:** This Agenda is subject to last minute changes. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:00 a.m.

**CALL TO ORDER**

**Pledge of Allegiance**

*Items without a designated appointment may be rearranged to make the best use of time.*

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- Discussion Items (Items of general Commission discussion, not otherwise listed on the Agenda) US Forest Service Agreement, Forest Payments, IGA #4659 Amendment #1, Public Health Contracts, MCCFL Amendment, Spotted Owl Habitat Letter, Discovery Center Funding Update, MCCOG State Review Process, VSO Funding Assistance Agreement, Agreement for Legal Services, Stacker Butte Project, Treasurer's Report
- Consent Agenda (Items of a routine nature: minutes, documents, items previously discussed.) Minutes: 7.11.2012, 7.18.2012, 8.1.2012, 8.8.2012, Collections Contract #2819 – Corrected, Assessor's IGA
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9:30 a.m.      VSO Advisory Committee Recommendations – Steve Lawrence

9:45 a.m.      NACo Prescription Card Program – Tyler Stone

10:00 a.m.      Historic Columbia River Gorge Advisory Committee Presentation and Application – Kristen Stallman

10:30 a.m.      CCO Representation – Barbara Seatter

11:00 a.m.      Executive Session – Pursuant to ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

**NEW / OLD BUSINESS**  
**COMMISSION CALL / REPORTS**  
**ADJOURN**



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
August 15, 2012

PRESENT: Rod L. Runyon, Chair of Commission  
Scott C. Hege, County Commissioner  
Sherry Holliday, County Commissioner  
Tyler Stone, County Administrator  
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. No department heads or members of the public came forward to be heard outside of the scheduled items.

**Discussion Item – U.S. Forest Service Agreement Modification #1**

Marty Matherly, Public Works Director, explained that the original agreement is for noxious weed control in Mt. Hood National Forest. Additional funding has become available which will allow them to expand the area being treated for weed control. The agreement expires at the end of this calendar year. They will likely return in January with a modification to extend the agreement.

Further discussion ensued regarding the language of the agreement which seemed to indicate some contribution by the County, however, it was determined that the project is financed entirely by the grant.

{{{Commissioner Holliday moved to approve US Forest Service Grant/Agreement #11-PA-110600-009 Modification #1. Commissioner Hege seconded the motion which passed unanimously.}}}

**Discussion Item – 2012 Elections for National Forest Related Safety Net Payments**

Arthur Smith, Projects Manager, explained that although the payments had been scheduled to end, the federal government extended them for one more year to allow counties to adjust. There are two questions: 1) Whether or not to accept the full payment 2) How to distribute funds between Title II and Title III. Title II funds are designated for special projects on Federal Lands as determined by the Resource Advisory Council (RAC). Mr. Smith is the Wasco County representative to the RAC. Title III funds are restricted to carrying out search and rescue on federal lands, developing community wildfire protection plan or carrying out activities under the Firewise Communities program. Unspent Title III funds must be returned.

Although 15-20% may be designated to Title II/III projects, Wasco County has traditionally elected to designate 15% as any more than that reduces the funding for roads. Considering that unused Title III funds must be returned, Mr. Smith recommended electing to channel all 15% to Title II projects.

Mr. Stone asked Monica Morris, Finance Manager, if the County is anticipating any additional monies since the Board is considering no designation to search and rescue. Ms. Morris explained that the county will be returning \$24,000.00 at the end of September; after that date, there is no budget for search and rescue – funding for that would have to be taken from the general fund.

Commissioner Holliday pointed out that once the federal funding ends, the county will have to pay for the searches anyway. She added that she has seen it done both ways – all to Title II or some to each.

There was further discussion regarding the gamble of not designating any money to search and rescue and the distinct possibility of having to return any funds not used.

**{{{Commissioner Holliday moved to accept the recommendation of Mr. Smith to accept the full funding, allocating 15% to Title II. Commissioner Hege seconded the motion which passed unanimously.}}}**



**Discussion Item – Intergovernmental Agreement #4659 Amendment #1**

Robert Martin, Community Corrections Director, explained this is an amendment to a treatment grant directed toward treatment of measure 57 offenders. The funds will be distributed in two payments; one payment will come immediately and the second in January, 2013. They will use the money to fund treatment slots with a local provider for intensive outpatient treatment. He added that they were able to carry over funding from the last fiscal year. Since they are permitted to carry-over funding and their program is small, this funding will extend beyond the life of the agreement.

**{{{Commissioner Hege moved to approve IGA #4659 Amendment #1. Commissioner Holliday seconded the motion which passed unanimously.}}}**

Chair Runyon recessed at 9:31 a.m.  
Session reconvened at 9:34 a.m.

**Agenda Item – VSO Advisory Committee Recommendations**

Steve Lawrence, Chair of the VSO Advisory Committee, reminded the Board that although Hood River is no longer sharing a Veterans Service Officer with Wasco County; however, the name of the committee remains Wasco/Hood River Counties Veterans Service Advisory Committee. They would like to change the name to Wasco County Veterans Service Advisory Committee. He added that since Klickitat County is contributing funds to the office in support of their veterans being seen there, they may look at adding a representative from that county to the committee. Currently, Klickitat County is exploring the possibility of starting their own veterans' advisory group.

**{{{Chair Runyon moved to change the name to Wasco County Veterans Service Office Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}**

Mr. Lawrence went on to present the Committee's recommendation to use the \$25,000.00 coming in from Klickitat County along with \$7,000.00 from the General Fund to increase the newly created half-time VSO assistant position to full-time. He acknowledged that it would be for this year only with the possibility



of an extension based on future funding from Klickitat County. He pointed out that Russell Jones, Veterans Service Officer, has to reserve two days per week for paperwork which significantly reduces the number of veterans he can see.

Mr. Stone pointed out that there is \$19,000.00 in the budget for a RARE participant which the County has not been able to secure. Those funds could be made available to support the full-time position.

Mr. Lawrence asserted that one of the reasons Wasco County has not been able to retain a Veterans Service Officer long enough for them to attain the necessary certification for full access to veterans' information is the overwhelming workload.

Ms. Morris cautioned there would be additional unemployment costs if that employee had to be laid off or cut back at the end of a year. She also pointed out that the cost of a second part-time employee would include a work station and training.

Jim Bures, VSO Volunteer, came forward to say that it has taken four years of hard work to get a full-time Veterans Service Officer and a half-time support person. The money generated by successful claims comes into our county.

Commissioner Hege commended the work that is being done and pointed out that the money does not come into the County coffers where it could be applied to the Veterans Service Office expenses. He also expressed his opinion that it should be the federal government supplying the support for the Veterans since they were federal employees.

**\*\*\*Following further discussion regarding the training, union status, and sustainability of the proposed position, the Board's consensus was to give some time to the newly created half-time position to see how it settles out and revisit the possibility of making it full-time at a future session.\*\*\***

<p><b>Agenda Item – Historic Columbia River Highway Advisory Committee Presentation and Appointment Application</b></p>
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Mark Berry, member of the HCRHAC, told the board that the Historic Columbia River Highway stretches from Chenoweth Creek to the Sandy River. He shared a brochure with the Board (attached). They are currently trying to connect Moffet Creek to McChord Creek with availability scheduled in 2013.

Mr. Berry went on to say that the Committee was in support of Judy Davis, the sole applicant for the vacant position on the Committee. Ms. Davis has been attending their meetings and they believe her skills will be an asset to the committee.

**{{{Commissioner Holliday moved to appoint Judy Davis to the Historic Columbia River Highway Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Stacker Butte Project**

Mike Davidson, Emergency Manager, reviewed the three quotes submitted for the completion of the emergency generator project for the Stacker Butte site. After consulting with Fred Davis, Facilities Manager, Mr. Davidson concluded that a liquid cooled generator would provide the most reliable, long-term service. The Hege Electric bid was the only one of three bids to include a liquid cooled generator. They did the work for the last generator that was installed. All three bids are within the budget for the project. Mr. Davidson recommended accepting the Hege Electric Bid, option 2, for a liquid-cooled generator.

**{{{After further discussion regarding tank capacity and generator output, Commissioner Holliday moved to accept Mr. Davidson's recommendation to award the bid to Hege Electric for option 2 of their quote. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – CCO Representation**

Barbara Seatter, Executive Director for Mid-Columbia Center for Living, was scheduled for this discussion but did not appear. Teri Thalhofer, North Central Public Health District Director, came forward to speak to the Board regarding the appointment of a representative from Wasco County to the Columbia Gorge Health Council (CGHC).

Ms. Thalhofer expressed her surprise at the appointment of Molly Rogers, Youth Services Director, as Wasco County's representative to the CGHC. She felt that Public Health and Mental Health will experience some risk in the new CCO system and should have representation. She asked the Board to consider



changing their decision to appoint Ms. Rogers stating that she believes the Board places citizens at risk by not having the expertise of Public Health or Mental Health at the table. She further stated that the County is statutorily responsible to provide public and mental health services and should have a representative from one of those entities to help ensure those responsibilities can be met.

Chair Runyon responded that Mr. Stone and Commissioner Hege have attended all CCO meetings and he was inclined to heed their counsel regarding this decision. He continued by saying that each candidate was discussed prior to taking a vote on the appointment. He added that it was the Board's intention to select someone who could broadly represent the County rather than someone with a more narrow scope of interest. He assured Ms. Thalhofer that were they to discover that the appointment was not working as planned, the Board could replace the appointee.

Ms. Thalhofer strongly urged the Board to consider making that change now. She stated that very important funding decisions would be made at the ground level by the governance committee (CGHC). She reiterated her belief that the Board is putting the citizens of the community at risk by not having the expertise of mental/public health at the table.

Chair Runyon said that he was under the impression that Ms. Thalhofer was not interested in the appointment. She responded that that was not true; she would be willing to rearrange her priorities in order to have that expertise at the table.

Commissioner Hege interjected that as he understands it, decisions about where and through whom funds will be channeled will not be made by CGHC. Mr. Stone responded that provider contracts will be between Pacific Source and the providers; where the CGHC comes in is in directing funds into various programs.

Ms. Thalhofer cautioned the Board that decisions could be made that would take Family Planning, as an example, out of the hands of Public Health and place it in private hands where historically it has not been handled in a way that would provide services to the most vulnerable populations.

Commissioner Holliday voiced her support for Ms. Rogers, saying that she has done a good job of representing the County's interests in other areas in the past.



Ms. Thalhofer agreed but reminded the Board that Ms. Rogers has not been heavily involved in the creation of the CCO and does not have the necessary expertise to represent the County's public/mental health interests. Chair Runyon asked Ms. Rogers if she had anything to add. Ms. Rogers echoed Commissioner Holliday by saying that over the past 15 years she has represented the County in a variety of ways that did not always fall within her area of expertise. In those instances, she sought advice from the experts and asked a lot of questions to help her gain a complete picture. She commended Ms. Thalhofer for her diligence in servicing not only the more populous area of the county, but the rural areas as well. She pointed out that while Public Health and Mid-Columbia Center for Living serve multiple counties, she represents Wasco County only; that was an important element in the Board's decision. She assured the Board that she would be reaching out to Mr. Stone, Ms. Thalhofer and Ms. Seatter to help her understand all the facets of each issue.

Chair Runyon expressed his support for Ms. Rogers saying that she has proven herself to be a thorough researcher and good County representative. He articulated his confidence in her willingness to advise them were she to find she is not up to the job.

Ms. Thalhofer criticized the Board for not consulting with Public/Mental Health prior to making their decision saying that it sets a precedence that concerns her.

Commissioner Holliday said she was not sure anything said today would have changed her decision had she heard it prior to the decision they made. She reminded Ms. Thalhofer that the Board is aware of her position on the Governor's Early Learning Council and her work load in the process of separating Public Health from Wasco County. Those obligations create a heavy workload and this appointment is time intensive.

Ms. Thalhofer cautioned the Board once again about the risk they were taking.

Chair Runyon thanked her for her input. Commissioner Holliday stated that in the future she will try to do a better job of seeking out Ms. Thalhofer regarding health care issues.

Commissioner Hege added that the Board's expectation is not to create problems for Public/Mental Health nor would they tolerate that. He encouraged

Ms. Thalhofer as well as Ms. Seatter to come before the Board if they find that Ms. Rogers is not doing an adequate job of representing the County. He expressed his frustration with the process of creating CCO's and doesn't see that they will bring much change; he is worried that everyone is protecting their own interests and not concerned for the greater good.

Ms. Thalhofer responded that she was only interested in fulfilling her statutory obligations in whatever fashion best served the community.

Chair Runyon communicated his expectation that both Public Health and Mental Health would work with Ms. Rogers in order to do best the possible job for the citizens of Wasco County.

Ms. Thalhofer pointed out that the County would be incurring further staffing costs by having a County employee serve as their representative and that it would not be the most cost-effective choice.

**\*\*\*It was the consensus of the Board to stand by their selection, reviewing it as needed.\*\*\***

<b>Discussion Item – Spotted Owl Habitat Designation Comments</b>
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John Roberts, Planning Director, briefly reviewed the letter (included in Board packet) he drafted to US Fish and Wildlife regarding their planned spotted owl habitat designation. In preparation he reviewed comments from many other counties. He believes the most significant point is the lack of knowledge around the impact the barred owl is having on the spotted owl population. The proposed action will have a considerable negative effect on revenue for Oregon counties. About 76% of Wasco County federal lands will be affected.

The Board suggested the following changes to the letter:

- Bold the following sentence, located in the next to last paragraph of the letter: "In light of the aforementioned, we request the Fish and Wildlife Service seriously consider excluding Wasco County lands from a critical habitat designation."
- Remove the words "seriously consider" from same sentence and change the word "excluding" to "exclude."



Commissioner Hege added that this issue has not been well enough publicized. The other members agreed; Commissioner Hege volunteered to contact the newspaper.

\*\*\*The consensus of the Board was to send the letter with the above mentioned changes.\*\*\*

**Discussion Item – MCCFL Amendment**

Debby Jones, Prevention Coordinator, explained that the original contract is for pass-through dollars from the state. More funding has become available; the amendment is to allow those dollars to come through. No matching funds are required. An adjustment to their plan was necessary to demonstrate how the additional \$17,500.00 will be used.

{{{Commissioner Holliday moved to approve Amendment #2 to Wasco County Prevention Agreement between Mid-Columbia Center for Living and Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

**Discussion Item – MCCOG State Review**

Chair Runyon mentioned that the State review of AAA/MCCOG will soon be underway. A letter from DHS, included in the Board packet, outlines the process.

**Discussion Item – Discovery Center Funding Update**

Chair Runyon explained that discussions are ongoing with the City of The Dalles, Discovery Center Management, and Wasco County to find a solution to funding issues for Crates Point. Recommendations will be brought to the Board in September. In the meantime, supplemental budgets are being prepared for Public Health and the Sheriffs Department. If a supplemental budget becomes necessary for the bond payment, it will be done at a later date.



**Discussion Item – Public Health Contracts**

Ms. Thalhofer shared with the Board that Public Health had been visited by the CDC yesterday. The CDC was favorably impressed with their emergency preparedness program. She also announced that Wasco County will be hosting a session of the Early Learning Council September 12<sup>th</sup> and 13<sup>th</sup>. The 12<sup>th</sup> will be presentations from community partners with the business meeting set for the 13<sup>th</sup>. She will provide an agenda when one becomes available. She went on to explain the Public Health contracts being considered by the Board:

1) OHA (DHS) Agreement #135575 Amendment #9 – This is a standard contract with the only change being that it will run for two years rather than one.

**{{{Commissioner Hege moved to approve Agreement #135575 Ninth Amendment to Oregon Health Authority 2011-2013 Intergovernmental Agreement for the Financing of Public Health Services. Commissioner Holliday seconded the motion which passed unanimously.}}}**

2) Interagency Agreement between North Central Health District WIC Program and North Central ESD Early Education – This is a renewal of an information sharing agreement wherein Public Health agrees to provide height, weight and nutrition information for children shared across programs.

**{{{Commissioner Holliday moved to approve the Interagency Agreement between North Central Health District WIC Program and North Central ESD Early Education. Commissioner Hege seconded the motion which passed unanimously.}}}**

3) Amendment to Agreement for Professional Services (David Staehnke) – This is the renewal of an agreement Public Health has with David Staehnke to provide fleet maintenance – taking vehicles for oil changes, repairs or tire changes, washing and detailing, etc.

**{{{Commissioner Holliday moved to approve the Amendment to Agreement for Professional Services (David Staehnke). Commissioner Hege seconded the motion which passed unanimously.}}}**

4) Nutritional Services Maternity Support Home Visiting Agreement Memorandum of Understanding 2012-2013 – This is an agreement with Mid-Columbia Children's Council which provides Head Start for Wasco and Hood River Counties. NCHD provides data and educational support. No money is exchanged.

**{{{Commissioner Hege moved to approve the Nutritional Services Maternity Support Home Visiting Agreement Memorandum of Understanding 2012-2013 with MCCC. Commissioner Holliday seconded the motion which passed unanimously.}}}**

5) Donna Silverberg Consulting and North Central Public Health District Business Associate Contract – Donna Silverberg is the facilitator chosen by the Board of Health to lead the discussions for the separation of North Central Public Health District from Wasco County at the end of the fiscal year. She came to The Dalles at the end of July and interviewed several people and was give the names of additional people to talk with for background information.

Ms. Morris asked if Ms. Thalhoffer thought the hours were underestimated for the contract. Ms. Thalhoffer responded that she would have to defer to Ms. Silverberg's experience in the estimate of time needed to complete the project. Commissioner Hege pointed out that there is a "not to exceed" clause in the agreement that limits the dollar amount to \$3,700.00 which should protect the County should she exceed the time she has estimated. The primary goal of the facilitation is to smooth the progress of negotiations to determine what is the administrative in-kind for which Wasco County will be responsible.

**{{{Commissioner Holliday moved to approve the Donna Silverberg Consulting and North Central Public Health District Business Associate Contract. Commissioner Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – NACo Prescription Drug Program</b>
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Mr. Stone reminded the Board that he had previously brought forward the idea of a prescription drug program that could be offered to the public through the County. At that time, the Board had decided to wait until the NACo reimbursement program became available for their review. There are two options



– one slightly lowers the cost to consumers while the other provides some revenue to the County. Ms. Thalhofer added that if Public Health were to administer the program, they would want that revenue. Although Caremark would provide the brochures, it would be up to the County to distribute and maintain them.

Commissioner Holliday understood that Gilliam County had decided against this program and wondered why. Ms. Thalhofer explained that Gilliam County has only one pharmacist and did not want to negatively impact his business which might cause them to lose his services.

Chair Runyon asked Ms. Thalhofer if she preferred one option over the other. She answered that she would want to do more research before responding. She said she would research and return to the Board with an opinion.

**At noon Chair Runyon recessed the Regular Session to go into Executive Session pursuant to ORS 192.660(2)(d) to conduct deliberations with person designated by the governing body to carry on labor negotiations.**

At 12:45 p.m. Chair Runyon reconvened the Regular Session.

#### **Department Head – Liquor License Update**

Sheriff Eiesland reported that about three weeks ago one of his deputies found the Pastime Saloon owner's daughter working behind the bar, serving her boyfriend who was on probation with a no-alcohol clause. Sheriff Eiesland wrote a letter to the OLCC which he also sent to the Mayor of Dufur.

The owner of Pastime attended the Dufur City Council meeting where he claimed his daughter was not working behind the bar. Sheriff Eiesland reminded him that he had attended a previous meeting at which he promised his daughter would no longer be affiliated with Pastime in any way which turned out to be a lie. Mayor Smith is in support of the Sheriff's action.

#### **Discovery Center Funding Continued**

Commissioner Hege expressed his desire to go forward with any necessary budget cuts to meet the County's bond obligation. Mr. Stone asserted that he is



proposing that the City of The Dalles reinstate the \$25,000.00 they have contributed annually toward the payment of the bond. He added that there may be support in the City Council for that proposal.

Some discussion followed regarding the timing of supplemental budgets and how the bond issue became the responsibility of the County. The Board explored sources for funding should the City not contribute. While funds could be taken from contingency, Mr. Stone suggested that they might come from MCCED.

The Board is reluctant to move any funds now and send the message that the County is willing to shoulder the expense alone when the responsibility belongs as much if not more to the City of The Dalles.

The consensus of the board was to go forward with the September supplemental budget for the Sheriff's Department and Public Health, holding on a supplemental budget for the Crates Point bond unless or until it became necessary.

#### **Department Head - Finance**

Ms. Morris asked to be heard regarding an interaction she had outside the session with Mark Berry, former Mayor of Mosier, who had presented previously during the session. She reported that he had told her how much he appreciated how transparent and forthcoming the County was in their meetings and processes and how well the County staff interacted with one another and the Board.

#### **Discussion Item – Miller Nash Agreement for Legal Services**

Mr. Stone reported that County Counsel had advised against signing the agreement which had no time limit or scope for Wasco County. Jason Conger, lead attorney, assured Mr. Stone that the document is just an agreement letter outlining responsibilities; however, he will confer with DA Nisley and re-contact Mr. Stone.

Commissioner Hege noted that there is no stop-loss for the County. He wants to make sure that the County's obligation does not exceed the initial payment of \$3,500.00. Mr. Stone agreed to add that to the discussion.

**Discussion Item – VSO Funding Assistance Agreement**

Commissioner Hege pointed out that Hood River needed to be removed from the language in the agreement since they are no longer partnering with Wasco County for veterans' services. Some discussion regarding the scope of work and reporting followed with the conclusion that the Wasco County budget will need to reflect the directing of these funds towards the Veterans Service Office. In addition, tracking of the numbers of Klickitat County veterans being served by the Wasco County VSO should continue.

**{{{Commissioner Hege moved to approve the Interlocal Funding Assistance Agreement between Klickitat County and Wasco County, Oregon for Veterans Services with the above mentioned changes. Commissioner Holliday seconded the motion which passed unanimously.}}}**

**Discussion Item – Treasurer's Report**

Ms. White provided a series of graphs demonstrating the fluctuations in the County accounts. Chair Runyon thanked her for her work but explained that he does not want her to expend her time on that, he would prefer to hear directly from the Treasurer. Mr. Stone advised that while the Board cannot direct the Treasurer, they do have control of his budget. Ms. Morris suggested that the Board ask the Treasurer to present the current investment policy so that they can discover if there should be changes or updates to the policy. In addition, she offered that Webb Bush has been helpful to the County in regard to bond issues and might be willing to help with investments.

**\*\*\*The Board was in consensus to invite the Treasurer to present the current investment policy at an upcoming Board session.\*\*\***

**Consent Agenda – Minutes, Collections Contract #2819, Tax Collector IGA**

Ms. White explained that the State had found they had made an error on the date for the Collections Contract previously approved by the Board. This is an identical document with the date corrected. Mr. Lynn, County Assessor/Tax Collector, could not attend but Commissioner Holliday explained that this is an



annual agreement with the State for document publishing, processing and delivery.

{{{Commissioner Holliday moved to approve the consent agenda.  
Commissioner Hege seconded the motion which passed unanimously.}}}

<b>Commission Call</b>
------------------------

Chair Runyon announced he would be working at the Fair Thursday. Some general discussion followed regarding a planned gun raffle that had not been approved by the Fair Board. The issue had been raised last year and the vendor counseled regarding the proper procedure for holding a raffle at the fair. The Fair Board is opposed to raffling a weapon at the Fair which is a public, family event.

Commissioner Holliday reported on the NORCOR mediation. It was a long meeting and she felt that they had been well represented. Although, DA Nisley had advised that they hold their ground, they felt they needed to work towards a collaborative solution. Sheriff Eiesland has expressed his concern that the facility will shrink as a result of the new funding configuration.

Judge Crowley tried to convince the Wasco County contingency that they had an advantage in having NORCOR in their County. Sheriff Eiesland pointed out that while it is convenient, Wasco County bears the burden of releasing prisoners and dealing with the crimes they commit once released. More information is expected regarding how it will work going forward.

Commissioner Hege spoke to E-On about the Antelope wind energy project; their engineer made a site visit and the project is moving forward. PGE is going out for proposals for 300 megawatts of renewable power. If successful, they can begin construction in 2013.

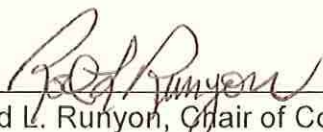
Mr. Stone inquired what action, if any, the Board wanted to take regarding Summit Ridge. He expressed his dissatisfaction with the current consultant. Commissioner Hege also expressed some trepidation about the new arrangement following the passing of Paul Woodin who had previously worked with the County for the agreements. He suggested that they open discussion with the leaders of CREA (Community Renewable Energy Association) to clarify the process. He offered to explore the possibilities on behalf of the Board.

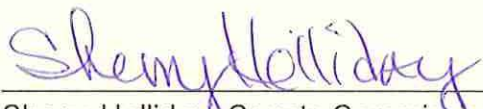



WASCO COUNTY COURT  
REGULAR SESSION,  
AUGUST 15, 2012  
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At 1:35 p.m. Chair Runyon adjourned the session.

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
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Rod L. Runyon, Chair of Commission

  
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Sherry Holliday, County Commissioner

  
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Scott Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
August 15, 2012**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [US Forest Service Agreement](#)
2. [Forest Payments](#)
3. [IGA #4659 Amendment #1](#)
4. [Public Health Contracts](#)
5. [MCCFL Amendment](#)
6. [Spotted Owl Habitat Letter](#)
7. [Discovery Center Funding Update](#)
8. [MCCOG State Review Process](#)
9. [VSO Funding Assistance Agreement](#)
10. [Agreement for Legal Services](#)
11. [Stacker Butte Project](#)
12. [Treasurer's Report](#)

**ON HOLD:**

1. Wasco County website improvement



**Discussion Item**  
**US Forest Service Agreement**

- [US Forest Service Grant/Agreement #11-PA-11060600-009 Modification #1](#)

**MODIFICATION OF GRANT OR AGREEMENT**

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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:  
11-PA-11060600-0092. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:  
14. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Mt. Hood National Forest  
16400 Champion Way  
Sandy, OR 970555. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Mt. Hood National Forest  
Barlow Ranger District  
780 NE Court St.  
Dufur, OR 970216. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +  
4, county):Wasco County Weed and Pest  
2705 East Second Street  
The Dalles, OR 970587. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD:



CHANGE IN FUNDING: Add work and funds: \$165,800.00



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full  
force and effect.****9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**Add funding and work for 2012. Continue treating and monitoring invasive weeds on NFS lands. Emphasis on gravel pits, road  
shoulders, roads scheduled for decommissioning, and Fifteenmile watershed. Approximate acres to be treated and/or monitored: 570AVAILABILITY OF FUNDS . U.S. Forest Service funds in the amount of \$ 165,800.00 and any remaining unspent fund are  
currently available for performance of this award through December 31, 2012. The U.S. Forest Service's obligation for performance  
of this award beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal  
liability on the part of the U.S. Forest Service for any payment may arise for performance under this award beyond December 31,  
2013 until funds are made available to the U.S. Forest Service for performance and until the cooperator receive(s) notice of  
availability to be confirmed in a written modification by the U.S. Forest Service.





USDA Forest Service

OMB 0596-0217  
FS-1500-19**10. ATTACHED DOCUMENTATION (Check all that apply):**☐

Revised Scope of Work

☒

Revised Financial Plan

☐

Other:


**11. SIGNATURES**

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE

11.B. DATE  
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE  
SIGNED

7/26/2012

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): MARTY MATHERLY

11.F. NAME (type or print): CHRIS WORTH

11.G. TITLE (type or print): Roadmaster  
Wasco County Public Works11.H. TITLE (type or print): Forest Supervisor  
Mt. Hood National Forest**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE  
SIGNEDJANELLE GEDDES (11PA11060600009M3)  
U.S. Forest Service Grants & Agreements Specialist



USDA Forest Service

OMB 0596-0217  
FS-1500-19

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Attachment: USFS Agreement No.: 11-PA-11060600-009  
Cooperator Agreement No.: Mod. No.:  1**Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

**Agreements Financial Plan (Short Form)****Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	<b>FOREST SERVICE CONTRIBUTIONS</b>		<b>COOPERATOR CONTRIBUTIONS</b>		
	(a)	(b)	(c)	(d)	(e)
<b>COST ELEMENTS</b>	Noncash	Cash to Cooperator	Noncash	In-Kind	Total
Direct Costs					
Salaries/Labor	\$2,290.00	\$90,780.00	\$12,000.00	\$0.00	\$105,070.00
Travel	\$0.00	\$0.00	\$4,800.00	\$0.00	\$4,800.00
Equipment	\$250.00	\$57,270.00	\$14,000.00	\$0.00	\$71,520.00
Supplies/Materials	\$0.00	\$17,750.00	\$11,500.00	\$0.00	\$29,250.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$2,540.00	\$165,800.00	\$42,300.00	\$0.00	\$210,640.00
Coop Indirect Costs		\$0.00	\$2,749.50		\$2,749.50
FS Overhead Costs	\$203.20				\$203.20
Total	\$2,743.20	\$165,800.00	\$45,049.50	\$0.00	\$213,592.70
<b>Total Project Value:</b>					\$213,592.70

**Matching Costs Determination**

Total Forest Service Share =	(f)
$(a+b) \div (e) = (f)$	78.91%
Total Cooperator Share	(g)
$(c+d) \div (e) = (g)$	21.09%
Total $(f+g) = (h)$	(h)
	100.00%





## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days		Total
GS-11		\$345.00	2.00		\$690.00
GS-9		\$320.00	5.00		\$1,600.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

**Total Salaries/Labor**

**\$2,290.00**

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

**Total Travel**

**\$0.00**

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Fleet	1.00	\$50.00	5.00		\$250.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

Total Equipment		\$250.00
-----------------	--	----------

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>				
---------------------------------	--	--	--	--

Total Supplies/Materials		\$0.00
--------------------------	--	--------

<b>Printing</b>					
<b>Standard Calculation</b>					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00

<b>Non-Standard Calculation</b>					
---------------------------------	--	--	--	--	--

Total Printing		\$0.00
----------------	--	--------

<b>Other Expenses</b>					
<b>Standard Calculation</b>					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

<b>Non-Standard Calculation</b>					
---------------------------------	--	--	--	--	--

Total Other		\$0.00
-------------	--	--------

<b>Subtotal Direct Costs</b>	<b>\$2,540.00</b>
------------------------------	-------------------

<b>Forest Service Overhead Costs</b>				
Current Overhead Rate	Subtotal Direct Costs			Total
8.00%	\$2,540.00			\$203.20
Total FS Overhead Costs				\$203.20

<b>TOTAL COST</b>	<b>\$2,743.20</b>
-------------------	-------------------



## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Certified Pesticide Applicator	\$445.00	204.00	\$90,780.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

##### Non-Standard Calculation

Total Salaries/Labor

\$90,780.00

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

Total Travel

\$0.00

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Truck w/spray equipment	1.00	\$415.00	138.00	\$57,270.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Equipment</b>		<b>\$57,270.00</b>
------------------------	--	--------------------

<b>Supplies/Materials</b>
---------------------------

<b>Standard Calculation</b>
-----------------------------

Supplies/Materials		# of Items	Cost/Item	Total
--------------------	--	------------	-----------	-------

\$0.00

\$0.00

\$0.00

\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

Herbicide; adjuvants	\$14,250.00
----------------------	-------------

Treatment signs	\$3,500.00
-----------------	------------

<b>Total Supplies/Materials</b>	<b>\$17,750.00</b>
---------------------------------	--------------------

<b>Printing</b>
-----------------

<b>Standard Calculation</b>
-----------------------------

Paper Material		# of Units	Cost/Unit	Total
----------------	--	------------	-----------	-------

\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

\$0.00

<b>Total Printing</b>	<b>\$0.00</b>
-----------------------	---------------

<b>Other Expenses</b>
-----------------------

<b>Standard Calculation</b>
-----------------------------

Item		# of Units	Cost/Unit	Total
------	--	------------	-----------	-------

\$0.00

\$0.00

\$0.00

\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Other</b>	<b>\$0.00</b>
--------------------	---------------

<b>Subtotal Direct Costs</b>	<b>\$165,800.00</b>
------------------------------	---------------------

<b>Cooperator Indirect Costs</b>
----------------------------------

Current Overhead Rate	Subtotal Direct Costs		Total
-----------------------	-----------------------	--	-------

\$165,800.00

\$0.00

<b>Total Coop. Indirect Costs</b>	<b>\$0.00</b>
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<b>TOTAL COST</b>	<b>\$165,800.00</b>
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## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
Salary for weed inventory, monitoring, recording data					\$12,000.00

<b>Total Salaries/Labor</b>					<b>\$12,000.00</b>
-----------------------------	--	--	--	--	--------------------

#### Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
travel to inventory/monitoring sites					\$4,800.00

<b>Total Travel</b>					<b>\$4,800.00</b>
---------------------	--	--	--	--	-------------------

#### Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					

County vehicles including trucks & OHV's

\$14,000.00

<b>Total Equipment</b>		<b>\$14,000.00</b>
------------------------	--	--------------------

**Supplies/Materials**

<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>				
PPE				\$2,500.00
Herbicide; adjuvants				\$7,000.00
Hazmat spill kits				\$2,000.00
<b>Total Supplies/Materials</b>			<b>\$11,500.00</b>	

**Printing**

<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00
<b>Non-Standard Calculation</b>				
				\$0.00
<b>Total Printing</b>			<b>\$0.00</b>	

**Other Expenses**

<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Other</b>			<b>\$0.00</b>	

**Subtotal Direct Costs**

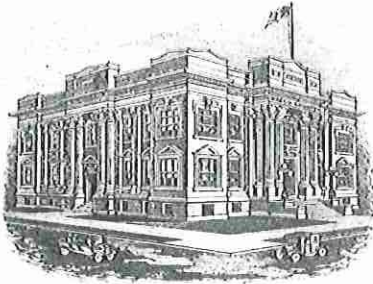
**\$42,300.00**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
6.50%	\$42,300.00		\$2,749.50
<b>Total Coop. Indirect Costs</b>		<b>\$2,749.50</b>	

**TOTAL COST**

**\$45,049.50**



# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302  
The Dalles, Oregon 97058-2237  
(541) 506-2520  
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*  
Sherry Holliday, *County Commissioner*  
Scott Hege, *County Commissioner*

## WASCO COUNTY BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

---

Sherry Holliday, County Commissioner

---

Scott C. Hege, County Commissioner



**Discussion Item**  
**Forest Payments**

- [National Forest Related Payments Supporting Documents](#)
- [Resolution 12-014 In the Matter of the FFY 2012 Elections for National Forest Related Safety-net Payments](#)

**AOC**  
**ASSOCIATION OF OREGON COUNTIES**  
1201 COURT STREET, N.E.  
SALEM, OREGON 97309

**O & C**  
**ASSOCIATION OF O&C COUNTIES**  
P.O. Box 2327  
HARBOR, OREGON 97415

TO: Counties Eligible to Receive **National Forest** Related Payments Under Secure Rural Schools and Community Self-Determination Act (as extended for FFY 2012)

FROM: Rocky McVay and Kevin Davis

DATE: July 31, 2012

RE: Resolution for Making County Elections

---

Enclosed is a resolution for your County to make its Title I elections with respect to **National Forest** related safety-net payments. If your County is also an O&C County, in a separate mailing you will receive a separate resolution for making elections with respect to O&C related safety-net payments. You must make the following elections for payments you will receive for FFY 2012

1. If your full county payment amount is \$100,000 or greater, you must choose the percentage of your full county payment amount you will allocate for projects under Titles II and III. You must allocate not less than 15 percent and not more than 20 percent of the full county payment amount for Title II and III projects. If your full county payment amount is less than \$100,000, you may choose to opt out of participation in projects.
2. As between Titles II and III, you must indicate how you intend to split the 15 to 20 percent you set aside for projects. Most counties are limited in the amount they can allocate to Title III. If your full county payment amount is \$350,000 or more, then no more than 7 percent of your full county payment amount can be applied to Title III. If your payment amount is less than \$350,000, you may allocate your project funds between Titles II and III in any proportion you wish. Please see the enclosed Title III sections as a reminder of the limitations on the scope of Title III.
3. For the funds you allocate to Title II, if your County is a partner in more than one Forest Service RAC, you will need to further divide your Title II funds between the Forest Service RACs in which you are a participant.

An estimate of the full county payment amount for FFY 2012 for your county is enclosed.

The resolution should be adopted and the **original or a certified copy returned to Kevin Davis not later than August 24, 2012.** Kevin's address is: One SW Columbia Street, Suite 1600, Portland, OR 97258. If you have any questions, please call Rocky at 541-412-1624 or e-mail rocky@blupac.com. You may also contact Kevin at 503-517-2405 or by e-mail at kqdjd@aol.com. The enclosed resolution is available electronically by contacting Kevin's assistant, Linda Aanderud at 503-517-2404, or e-mail at ljaanderud@comcast.net.

## **TITLE III - COUNTY FUNDS**

### **SEC. 301. DEFINITIONS.**

(1) COUNTY FUNDS. The term "county funds" means all funds an eligible county elects under section 102(d) to reserve for expenditure in accordance with this title.

(2) PARTICIPATING COUNTY. The term "participating county" means an eligible county that elects under section 102(d) to expend a portion of the Federal Funds received under section 102 in accordance with this title.

### **SEC. 302. USE.**

(a) AUTHORIZED USES. A participating county, including any applicable agencies of the participating county, shall use county funds, in accordance with this title, only --

(1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

(2) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are --

(A) performed on Federal land after the date on which the use was approved under subsection (b);

(B) paid for by the participating county; and

(3) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

(b) PROPOSALS. A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall --

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 205 for the participating county.

### **SEC. 303. CERTIFICATION.**

(a) IN GENERAL. Not later than February 1 of the year after the year in which any county funds were expended by a participating county, the appropriate official of the participating county shall submit to the Secretary concerned a certification that the county funds expended in the applicable year have been used for the uses authorized under section 302(a), including a description of the amounts expended and the uses for which the amounts were expended.

(b) REVIEW. The Secretary concerned shall review the certifications submitted under subsection (a) as the Secretary concerned determines to be appropriate.

### **SEC. 304. TERMINATION OF AUTHORITY.**

(a) IN GENERAL. The authority to initiate projects under this title terminates on September 30, 2012.

(b) AVAILABILITY. Any county funds not obligated by September 30, 2013, shall be returned to the Treasury of the United States.



**FFY 2012 SRS PAYMENTS**  
**(Forest Service Projection of Counties' Shares of State Payment)**

<u>County</u>	<u>Total FSSRS '12</u>
Baker	\$1,147,014
Benton	\$131,766
Clackamas	\$1,435,504
Coos	\$349,839
Crook	\$1,829,947
Curry	\$2,428,577
Deschutes	\$1,882,780
Douglas	\$9,642,481
Grant	\$5,593,241
Harney	\$2,330,304
Hood River	\$1,016,260
Jackson	\$2,184,789
Jefferson	\$593,260
Josephine	\$1,589,434
Klamath	\$8,453,649
Lake	\$3,259,198
Lane	\$11,432,632
Lincoln	\$1,705,298
Linn	\$4,940,347
Malheur	N/A
Marion	\$1,427,299
Morrow	\$210,507
Multnomah	\$267,474
Polk	\$4,855
Tillamook	\$939,979
Umatilla	N/A
Union	\$963,562
Wallowa	\$1,352,302
Wasco	\$1,086,161
Wheeler	\$788,116
Yamhill	\$264,819

BEFORE THE BOARD OF COMMISSIONERS  
FOR WASCO COUNTY, OREGON

In the Matter of the FFY 2012           )  
Elections for **National Forest**       )  
Related Safety-Net Payments        )

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads; and

WHEREAS, the principal source of revenues from National Forest lands is from the sale and removal of timber, which has been curtailed in recent years with a corresponding decline in revenues shared with counties; and

WHEREAS, the United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, and to achieve that goal enacted the Secure Rural Schools and Community Self-Determination Act of 2000, which has been amended and re-authorized for FFY 2012 ("SRS 2012"); and

WHEREAS, SRS 2012 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities; and

WHEREAS, Title I of SRS 2012 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911 (the "25-percent payments"), or instead to receive a share of the guaranteed state payment (the "full county payment amount"); and

WHEREAS, any county electing to receive a full county payment amount of \$100,000 or more must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full county payment amount as project funds; and

WHEREAS, Title I of SRS 2012 requires that counties electing to receive the full county payment amount must allocate their project funds for expenditure between projects in accordance with Title II and Title III, and return the balance of project funds unspent under Titles II and III to the Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture; and

WHEREAS, Title II provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local resource advisory committees ("RACs"); and

WHEREAS, RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties; and

WHEREAS, counties that allocate funding to projects under Title II, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC; and

WHEREAS, Title III provides for county projects, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, fire prevention and planning under the Firewise Communities program, and development of community wildfire protection plans; and

WHEREAS, a county with a full county payment amount of \$350,000 or more may not allocate more than 7 percent of its full county payment amount for Title III projects.

NOW, THEREFORE, be it resolved as follows:

1. Wasco County has previously agreed to receive the guaranteed minimum full county payment amount.
2. Wasco County hereby allocates \_\_\_\_\_ percent [Note: This entry must be not less than 15 percent and not more than 20 percent] of its full county payment amount for expenditure on projects under Title II and Title III. Wasco County will return none (zero percent) of its full county payment amount to the Treasury of the United States.
3. Of the percent allocated to Title II and Title III projects above in paragraph 2, Wasco County further allocates between such Titles for FFY 2012 (for expenditure after FFY 2012) on the following basis: \_\_\_\_\_ percent of the full county payment amount for expenditure on Title II projects, and \_\_\_\_\_ percent of the full county payment amount for expenditure on Title III projects. [Note: Entries for allocation between Titles II and III must add up to equal the percent (15-20) inserted in election number 2 above. The entry for Title III cannot exceed 7 percent if your full payment amount is \$350,000 or more.]
4. Of the amount of project funds allocated to Title II projects, Wasco County further allocates between RACs as follows [Note: Entries for allocation among RACs below must add up to 100 percent.]:

100 percent to the Hood / Willamette RAC.



5. The original or a certified copy of this Resolution shall be transmitted to Kevin Q. Davis, Attorney, sent to the following address: One SW Columbia Street, Suite 1600, Portland, OR 97258.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012

WASCO COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
[NAME] Chair

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[NAME]

**Discussion Item**  
**IGA Amendment**

- [IGA #4569 Amendment #1](#)

**AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT #4659**

This Amendment #1 (the "Amendment") to Intergovernmental Agreement #4659 (the "Agreement"), is entered into by and between the State of Oregon, acting by and through its Department of Corrections ("DEPARTMENT"), and Wasco County ("COUNTY"). Each party, without distinction, shall be referred to individually as "Party" or collectively as "Parties". This Amendment shall become effective on the date of last signature.

**1. Specific revisions to the Agreement (new language is underscored and deleted language is [bracketed]):**

**1.1 Section II.B is amended as follows:**

"This Agreement will become effective on the date it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until June 30, [2012] 2013 or until terminated according to Section XI (*Termination*)."

**1.2 Section VIII B. is amended as follows:**

"Payment to COUNTY for the period ending June 30, 2012 will be made within 15 days after execution of this Agreement. Payment for the period beginning July 1, 2012 and ending June 30, 2013 shall be made within 15 days after execution of Amendment #1.

**1.3 Section VIII.E is amended as follows:**

"Unexpended Funds: Fund balances remaining after June 30, [2012] 2013 may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan. To retain the unexpended funds COUNTY must submit a Plan Modification to DEPARTMENT reflecting the on-going services and requesting an extension of the Duration of the Agreement."

**1.4 Section VIII.G is amended as follows;**

**"Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is [\$35,910.00] \$71,820.00. The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals."

**1.5 Section XVIII is amended as follows:**

To DEPARTMENT: [Mark Cadotte, Chief] Assistant Director  
Community Corrections  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: [503-945-9050] 503-945-8876  
Fax: 503-373-7810

**1.6 The Section of Exhibit A titled "Budget Summary" is hereby deleted in its entirety and replaced with the attached Budget Summary.**

**2. This Amendment may be executed in counterparts and the counterparts, when assembled, shall constitute one and the same instrument.**



3. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties acknowledge that they have read and understand this Amendment and agree to be bound by its terms and conditions effective as noted below.

STATE OF OREGON  
DEPARTMENT OF CORRECTIONS

WASCO COUNTY

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

Reviewed by the  
Oregon Attorney General's Office

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric J. Nisley  
Wasco County District  
Attorney

**Discussion Item**  
**Public Health Contracts**

- [OHA \(DHS\) Agreement #135575](#)
- [North Central ESD – WIC Agreement](#)
- [David Staehnke Professional Services Agreement](#)
- [MCCC Nutritional Services Maternity Support](#)
- [Donna Silverberg Consulting](#)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to *dhsalt@state.or.us* or contact the Office of Document Management at 503-378-3486, and TTY at 503-378-3523

**Agreement #135575**

**NINTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2011-2013 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Ninth Amendment to Oregon Health Authority 2011-2013 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2011 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Gilliam, Wasco, and Sherman Counties, acting by and through the North Central Public Health District ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Provider Insurance Requirements set forth in Exhibit H of the Agreement by replacing them with a new Exhibit I and

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

**AGREEMENT**

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. Exhibit H. "Required Provider Contract Provisions", Section 8. "Auto Insurance", Section 9. "General Liability Insurance", Section 10. "Workers Compensation", and Section 10. Proof of Insurance, etc." only are hereby deleted in their entirety.
2. Exhibit I. "Provider Insurance Requirements" is added as Attachment 1 attached hereto and incorporated herein (and into the Agreement) by this reference.
3. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Exhibit 1 attached hereto and incorporated herein (and into the Agreement) by this reference.
  - a. Exhibit 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.



- b. Financial Assistance Award amounts for the period July 1, 2011 through June 30, 2012, as amended, have been disbursed and remain part of the total award under this Agreement. The award pages included in this Amendment reflect funding, as amended, for the period July 1, 2012 through June 30, 2013 only. The current total award amount is \$1,325,870.00.
- 4. 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.
- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 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.

**APPROVED:**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
Name: Jean O'Connor, JD, DrPH  
Title: Deputy Public Health Director  
Date: \_\_\_\_\_

**GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH THE NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by D. Kevin Carlson, Senior Assistant Attorney General on June 12, 2012. Copy of approval on file at OCP.*

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

By: \_\_\_\_\_  
Name: Phillip G. McCoy, OPBC, OCAC  
Title: Contract Specialist  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
  
Eric Nisley, County Counsel

**Attachment 1 to Amendment #9 to Agreement #135575**

**OREGON HEALTH AUTHORITY  
2011-2013 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT I**

**PROVIDER INSURANCE REQUIREMENTS**

LPHA shall require its first tier Providers(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 Providers perform under contracts between LPHA and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. 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 Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Provider to work under a Provider Contract when the LPHA is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the LPHA directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider 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.** Covers any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, 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:



<b>Provider Contract not-to-exceed amount:</b>	<b>Required Insurance Amount:</b>
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000, but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$4,000,000.

Professional liability insurance is required for professionals or entities that provide professional services for which professional liability insurance is available for the profession.

3. **COMMERCIAL GENERAL LIABILITY.** Covers 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:

<b>Provider Contract not-to-exceed amount:</b>	<b>Required Insurance Amount:</b>
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000, but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$4,000,000.

4. **AUTOMOBILE Liability Insurance.** Required for First Tier Providers when the scope of work includes transportation. Covers 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:

<b>Provider Contract not-to-exceed amount:</b>	<b>Required Insurance Amount:</b>
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000, but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$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 Provider's activities to be performed under the Provider Contract. 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 Provider 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 Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and LPHA 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider 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 Provider may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider 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 Provider or its insurer must provide 30 days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. 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 1**  
**FINANCIAL ASSISTANCE AWARD**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
<b>1) Grantee</b> Name: North Central Public Health District  Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	<b>2) Issue Date</b> June 6, 2012	<b>This Action</b> ORIGINAL FY2013	
		<b>3) Award Period</b> From July 1, 2012 Through June 30, 2013	
<b>4) DHS Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 01 State Support for Public Health			32,273
PE 03 TB Case Management			2,349
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)			18,300 ( g )
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)			159,945
PE 13 Tobacco Prevention & Education			93,606
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			169,201 ( c,d )
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES			58,430 ( b )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			8,848 ( a )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			12,842 ( a )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			29,951 ( a )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			4,716 ( a )
PE 42 Babies First FAMILY HEALTH SERVICES			14,929
<b>5) FOOTNOTES:</b> a) 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 ). b) Please note that Chlamydia and High Cost Contraceptives funds have been folded into the Title X funds and are no longer a separate line item. c) July -September grant is \$42,300 ; and includes \$1,587 of minimum Nutrition Education; and \$1,984 for Breastfeeding Promotion. d) October-June grant is \$126,901 ; and includes \$25,380 of minimum Nutrition Education amount and \$5,951 for Breastfeeding Promotion. e) The \$600 Conference travel award is for the 2013 Immunization Providers Conference, and may be retracted if the Conference is canceled. f) This funding must be reported separately and is for the activities detailed in PE 43, 4.0 subject to the availability of funds from CDC.			
<b>6) Capital Outlay Requested in This Action:</b> 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.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: North Central Public Health District  Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	<b>2) Issue Date</b> June 6, 2012	<b>This Action</b> ORIGINAL FY2013	
		<b>3) Award Period</b> From July 1, 2012 Through June 30, 2013	
<b>4) DHS Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES			8,186
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES			17,818
PE 43 Immunization - ACA Adult Grant FAMILY HEALTH SERVICES			25,839 ( f )
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES			600 ( e )
<b>TOTAL</b>	0	0	657,833
<b>5) FOOTNOTES:</b> g) July-August 9th awards must be spent by August 9th and a report submitted for that period.			
<b>6) Capital Outlay Requested in This Action:</b> 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.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>





# North Central ESD Early Education

PO Box 591 ~ 135 S. Main Street  
Condon, Oregon 97823 - Phone 384-3808

OREGON  
PRE-KINDERGARTEN  
PROGRAM  
SERVING...  
Gilliam  
Sherman  
and  
Wheeler Counties

A USDA  
SPONSORED  
PROGRAM  
SERVING...  
Gilliam  
Sherman  
and  
Wheeler Counties

Gilliam County  
Family Network  
Healthy Start

## Interagency Agreement Between North Central Health District WIC Program and North Central ESD Early Education

This agreement is between North Central ESD Early Education and North Central Health District

### Purpose

The purpose of this agreement is to set the responsibilities of the North Central Health District and North Central ESD Early Education in ensuring the maximum utilization of resources, services and staff; eliminate duplication of services; and to ensure timely delivery of services to clients who are served by both programs.

### Responsibilities of Each Agency

1. Exchange and share nutritional information, growth/development information on mutual clients for which a release of information has been obtained.
2. Recognize and accept nutritional education training provided by either agency as meeting required agency performance standards.
3. Maintain confidentiality of records at each agency.

### Responsibilities of North Central ESD Early Education

Obtain a written release to exchange and share information will be obtained by North Central ESD Early Education from mutual enrollees and maintained in individual files. Copies of the release will be forwarded to North Central Health District along with requests for information.

This agreement is arranged for the 2012-2013 school year and will be reviewed by each agency and updated annually.

### Signatures

Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms. This agreement is executed on behalf of North Central Health District and North Central ESD Early Education through the undersigned representatives on the dates indicated after their signature.

*North Central ESD Early Education is an equal opportunity provider.*

Teri Thalhofer  
Director  
North Central Health District

WIC Coordinator	Date
North Central Health District	

Kimberly A. Williams 6/12/2012  
Kimberly A. Williams Date  
Program Director  
North Central ESD Early Education

APPROVED AS TO FORM

Eric Nisley, County Counsel

AMENDMENT TO AGREEMENT for PROFESSIONAL SERVICES

**Parties:** Wasco County, represented by the North Central Public Health District (NCPHD), and David Staehnke (Contractor).

**IN CONSIDERATION OF** the mutual agreements hereinafter set forth, the parties agree as follows:

NCPHD and Contractor agree that their agreement for vehicle maintenance services that expires on June 30, 2012, will be renewed for another year.

The hourly rate for vehicle maintenance services will be \$12.30/hr. All other conditions of the original agreement apply and are to remain in full force and effect.

This addendum to the original agreement, signed and dated below will run from July 1, 2012 through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates written below.

CONTRACTOR

\_\_\_\_\_  
David Staehnke Date

\_\_\_\_\_  
Rod Runyon, Commission Chair Date  
Wasco County  
Board of County Commissioners

NORTH CENTRAL PUBLIC HEALTH DISTRICT

\_\_\_\_\_  
Teri Thalhoffer, Director Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Wisley, County Counsel Date



1100 E. MARINA WAY SUITE 215 HOOD RIVER, OR 97031 (541) 386-2010 (541) 386-4597 MCCC@MCCCHEADSTART.ORG



#### HEAD START

Country Club  
Dallesport  
Goldendale  
Klickitat  
Madras  
Pine Grove  
Stevenson  
The Dalles  
Tygh Valley  
White Salmon

## NUTRITIONAL SERVICES MATERNITY SUPPORT HOME VISITING AGREEMENT MEMORANDUM OF UNDERSTANDING 2012-2013



#### EARLY HEAD START

Country Club  
Goldendale  
Hood River  
Madras  
Stevenson  
The Dalles  
Wahkonka  
White Salmon  
Wishram

The purpose of this memo of understanding is to set forth the responsibilities of North Central Public Health Department and Mid-Columbia Children's Council in the provision of collaborative services to enrolled participants.

#### RESPONSIBILITIES OF EACH AGENCY:

1. Exchange and share information on mutual clients for which a release of information is obtained.
  - a. Topics assessed in maternity support programs will include: baby's feeding, sleeping, and growing; the parent's physical health and emotional adjustment; and family's needs and resources.
2. Arrange maternity support or home visit with expectant women enrolled in the Early Head Start Program within 2 weeks after infant's birth to ensure the well-being of the family.
3. Exchange and share information on training opportunities for staff and clients.
4. Recognize and accept nutritional educational training provided by either agency as meeting required agency performance standards.
5. Participate in mutual advisory groups.
6. Share information about nutrition and health initiatives and find ways to promote consistent nutrition and health messages.
7. Provide outreach and referrals.
8. Offer combined services for shared families when financially and logistically feasible, including group socializations.
9. Maintain confidentiality of records at each agency.

#### RESPONSIBILITIES OF MID-COLUMBIA CHILDREN'S COUNCIL:

1. Cooperate with WIC Interagency Nutrition Education Agreement.



OREGON  
PRE-KINDERGARTEN  
PROGRAM  
Country Club  
Pine Grove  
The Dalles



WASHINGTON  
EARLY CHILDHOOD  
EDUCATION  
ASSISTANCE  
PROGRAM  
GOLDENDALE



- a. Develop parent education that meet the need of WIC's second nutrition education opportunity.
  - b. Schedule parent education opportunities in advance so WIC is able to offer them in lieu of scheduling a WIC class.
2. Encourage shared families to attend their appointments and classes that North Central Public Health offers.
3. Provide feedback when appropriate for shared high risk participants.
4. Promote the use of programs provided by the health department to all enrolled participants.

**RESPONSIBILITIES OF NORTH CENTRAL HEALTH DEPARTMENT:**

1. Provide basic data for shared participants.
  - a. For WIC clients include biometric measurements, hemoglobin, and nutritional assessment results. Provide the TWIST documents called the "participant summary page" and "progress notes" for shared participants determined to be high risk.
  - b. For maternity support clients include baby's feeding, sleeping, and growing; the parent's physical health and emotional adjustment; and family's needs and resources.
2. Work with Mid-Columbia Children's Council to develop parent education opportunities that will meet the needs of shared families and may be used as a WIC second education contact.

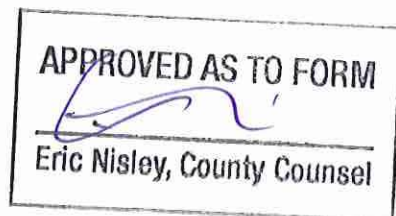
Agreement is arranged for the 2012-2013 school year and will be reviewed by each agency and updated annually.

**SIGNATURES:**

Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms. This agreement is executed on behalf of North Central Public Health Department and Mid-Columbia Children's Council through the undersigned representatives on the dates indicated after their signature:

\_\_\_\_\_  
Public Health Dept Administrator      Date

  
 Executive Director      Date  
 Mid-Columbia Children's Council



Donna Silverberg Consulting and  
North Central Public Health District  
BUSINESS ASSOCIATE CONTRACT

This agreement is between North Central Public Health District (NCPHD) and Donna Silverberg Consulting ("Contractor").

WHEREAS NCPHD is interested in having Contractor provide facilitation and consulting services as set forth in this agreement; and Contractor is licensed to perform and is willing and able to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, the parties agree as follows:

1. Services to be performed:

The facilitation and consulting services provided by the Contractor shall include, but not be limited to:

- A. Conducting assessment interviews with key participants and drafting a brief report of the results and recommendations for the discussion process;
  - B. Facilitating a series of meetings that will support an amicable and mutually supported separation of NCPHD from Wasco County;
  - C. Drafting summaries of sessions and a final report that clarifies agreements reached by the participants through the discussions.
2. Contractor Licensure: Contractor shall maintain in good standing all licenses that are required to perform the facilitation and consulting services contemplated by this agreement and shall provide NCPHD with documentation of that licensure. If contractor ceases to have any of the required licenses, Contractor shall give notice of such fact to NCPHD who shall have the right to terminate this agreement immediately without penalty or liability.
3. Client Records: As needed to perform the services outlined in this agreement, Contractor shall have access to the clients' charts. The clients' medical records and individual client files shall remain property of NCPHD and shall be maintained according to the federal and state regulations. Contractor shall hold all confidential information about clients in strict confidence.
4. Payment: Contractor will be paid \$185 per hour for services described above not to exceed \$3700. Additional work requested from the Contractor will require an amendment to this contract.
5. Nondiscrimination; Compliance with Applicable Law: Contractor shall comply with all federal, state and local laws, regulations, executive orders and

ordinances applicable to the work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (I) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425, and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Contractor shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this agreement in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that NCPHD and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans and writings shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
7. Termination: Either party may terminate this agreement upon 30 days notice to the other. This agreement may be amended or modified only by an instrument in writing signed by both parties.

Notice shall be given to:

For NCPHD:  
Teri Thalhoffer  
419 East 7th St  
The Dalles, OR 97058

For Contractor:  
Donna Silverberg  
813 SW Alder, Suite 400  
Portland, OR 97205

8. Governing Law; Venue: This agreement shall be governed by and construed in Accordance with the laws of the State of Oregon without giving effects to the conflicts of laws principles, thereof. Any claim, action, suit or proceeding between the NCPHD and the Contractor that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the State of Oregon.
9. Effective Date: This agreement shall be effective with respect to all services provided by Contractor on or after July 20<sup>th</sup>, 2012.
10. Agreement is for one year and shall be extended annually unless either party objects to an extension in writing.

## **CONFIDENTIALITY:**

As a Business Associate of NCPHD, CONTRACTOR agrees to not use or disclose any information concerning an NCPHD client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the NCPHD client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

**Use and Disclosure of Protected Health Information.** CONTRACTOR may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. CONTRACTOR shall ensure that it will not use or disclose Protected Health Information received from NCPHD in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. CONTRACTOR acknowledges that, as between CONTRACTOR and NCPHD, all Protected Health Information shall be and remain the sole property of the NCPHD. CONTRACTOR further represents that, to the extent CONTRACTOR requests that NCPHD disclose Protected Health Information to contractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of CONTRACTOR's contracted purpose.

**Safeguards Against Misuse of Information.** CONTRACTOR shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.

**Reporting of Disclosures of Protected Health Information.** CONTRACTOR shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by CONTRACTOR, report any such disclosure to NCPHD. In such event, CONTRACTOR shall, in consultation with NCPHD, mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of such improper use or disclosure.

**Accounting of Disclosures.** Within ten (10) days of notice by NCPHD to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of a NCPHD or its business associate) the Contractor shall make available to the NCPHD such information as is in the Contractor's possession and is required for the NCPHD to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provide NCPHD with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to NCPHD. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

## **ACCESS TO RECORDS**

During the term of this contract and for the period of five (5) years after the termination of this contract, CONTRACTOR shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents



and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by NCPHD on behalf of NCPHD.

**Notice of Request for Data.** The Contractor agrees to notify NCPHD within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that NCPHD decides to assume responsibility for challenging the validity of such request, the Contractor shall cooperate fully with NCPHD in such challenge.

## **TERMINATION**

**Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement notwithstanding, the Agreement may be terminated by NCPHD upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in NCPHD's sole discretion, the Contractor acknowledges and agrees that NCPHD has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

**Return or Destruction of Protected Health Information upon Termination.** Upon termination of the Contract, the Contractor shall either return or destroy all Protected Health Information received from NCPHD or created or received by the Contractor on behalf of NCPHD and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that NCPHD agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

**NCPHD Right of Cure.** At the expense of the Contractor, NCPHD shall have the right to cure any breach of the Contractor's obligations under this Addendum. NCPHD shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by NCPHD to cure the Contractor's breach. All requests for payment for such services of NCPHD shall be paid within thirty (30) days.

## **AMENDMENT**

NCPHD and CONTRACTOR agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes. The CONTRACTOR agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

North Central Public Health Dist.

Donna Silverberg Consulting

\_\_\_\_\_  
Print Name \_\_\_\_\_

Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
County Counsel

Date: 7-24-12

Wasco County Commissioner

Print Name \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**Discussion Item**  
**MCCFL Amendment Session**

- [MCCFL Cover Letter](#)
- [Prevention Agreement Amendment 2](#)
- [Original Agreement](#)
- [Youth Think/Wasco County Prevention Plan  
2012-2013 \(This is referenced as Attachment A  
in the cover letter\)](#)



## Mid-Columbia Center For Living

Providing Mental Health, Developmental Disabilities & Alcohol/Drug Services to Wasco, Hood River, and Sherman Counties

**The Dalles - Business Office**  
419 East Seventh Street  
The Dalles, OR 97058-2607  
Telephone (541) 296-5452  
Fax (541) 296-9418

[www.mccfl.org](http://www.mccfl.org)

**Hood River**  
1610 Woods Court  
Hood River, OR 97031  
Telephone (541) 386-2620  
Fax (541) 386-6075

Friday, July 13, 2012

Debby Jones, Wasco County Prevention  
Wasco County Commission on Children & Families  
610 Court Street  
The Dalles OR 97058

**RE:    *Amendment #2 to Wasco County Prevention Agreement  
between Mid-Columbia Center for Living and Wasco County  
Dated July 1, 2011 through June 30, 2013  
(Amendment Term: July 01, 2012 through June 30, 2013)***

Dear Debby,

Enclosed you will find two (02) copies of the above-referenced Amendment which I have signed as Executive Director of the Mid-Columbia Center for Living. If the Amendment is satisfactory as written, please secure the appropriate signature on both copies. Please attach your Budget Summary/Work Plan for the additional funding as "Attachment A" to the Amendment. Please return one copy to this office for our records.

Should you have any questions and/or concerns, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Barbara J. Seatter", written over a horizontal line.

Barbara J. Seatter, M.S., Executive Director  
MID-COLUMBIA CENTER FOR LIVING

BJS/aj  
See Enclosures (as listed)



**AMENDMENT #2 TO WASCO COUNTY  
PREVENTION AGREEMENT between MID-COLUMBIA  
CENTER FOR LIVING and WASCO COUNTY  
Term: July 1, 2011 through June 30, 2013**

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This is the second amendment to the Prevention Agreement that was effective July 1, 2011 between Mid-Columbia Center for Living and Wasco County.

WHEREAS, Mid-Columbia Center for Living and Wasco County wish to amend this Prevention Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

- I. The parties agree to the funding level of \$70,000.00 for Fiscal Year 2012-2013.
- II. This Amendment shall be effective July 1, 2012 and shall continue until June 30, 2013, unless the Agreement is terminated earlier. In all other respects, the Prevention Agreement effective July 1, 2011 shall remain in full force and effect.

**CONTRACTOR:**

**SUBCONTRACTOR:**

***Mid-Columbia Center for Living***

***Wasco County***

By: \_\_\_\_\_  
Barbara J. Seatter, M.S.  
Executive Director

By: \_\_\_\_\_  
Wasco County  
Board of Commissioners

Dated this 6<sup>th</sup> day of August, 2012

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

# A - G - R - E - E - M - E - N - T

This Agreement, made and entered into by and between Wasco County, hereinafter referred to as "Contractor" and Mid-Columbia Center for Living, hereinafter referred to as "Contractor."

WHEREAS, Contractor is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, Contractor has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **EFFECTIVE DATE:** This Agreement is effective when signed and services hereunder shall commence on July 1, 2011 and shall terminate on June 30, 2013. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.

2. **CONTRACTORS' SERVICES.** Subcontractor shall perform the necessary services to conduct the program(s) as described in the Prevention Administration Rules and Wasco County's Prevention Plan.  
(See Attachment #1 and Attachment #2-AD 70 Service Description)

3. **REGULATIONS AND DUTIES:** Subcontractor and Contractor agree to comply with the rules and regulations of Contractor, applicable provisions in the Contract between Contractor and the State of Oregon Addictions and Mental Health Division, hereinafter referred to as "Division," applicable Federal Regulations and all provisions of Federal and State law relating to Contractor's performance of services under this Agreement. Subcontractor shall perform any act or duty of Contractor, imposed upon Contractor by the Division, which by the nature of this Agreement; Contractor determines to be within the scope of this Agreement.

4. **REPORTING:** Reports and data as required by Contractor, the Division, shall be completed by the Subcontractor in accordance with the Division requirements and submitted to the Division annually through Contractor. Subcontractor agrees to, and does hereby grant, Contractor and the Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to Contractor under the Agreement. At yearend, Subcontractor will provide reports of expenditures and balances of available funds.

5. **CONFIDENTIALITY:** Subcontractor agrees to not use or disclose any information concerning a Contractor client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the Contractor's client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney. **Use and Disclosure of Protected Health Information.** Subcontractor may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in patients' medical records and billing records. Subcontractor shall ensure that it will not use or disclose Protected Health Information received from Contractor in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. Subcontractor acknowledges that, as between Subcontractor and Contractor, all Protected Health Information shall be and remains the sole property of Contractor. Subcontractor further represents that, to the extent Subcontractor requests, Contractor will disclose Protected Health Information to Subcontractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Subcontractor's contracted purpose. **Safeguards Against Misuse of Information.** Subcontractor shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information. **Reporting of Disclosures of Protected Health Information.** Subcontractor shall, as soon

as practicable, but in no event later than within two (02) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by Subcontractor, report any such disclosure to Contractor. In such event, Subcontractor shall, in consultation with Contractor, mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of such improper use or disclosure. **Accounting of Disclosures.** Within ten (10) days of notice by the Contractor to the Subcontractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of a covered entity or its business associate) the Subcontractor shall make available to Contractor such information as is in the Subcontractor's possession and is required for Contractor to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Subcontractor shall provide the Contractor with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Subcontractor, the Subcontractor shall within two (02) days forward such request to the Contractor. Subcontractor shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

6. **ACCESS TO RECORDS:** During the term of this Agreement and for the period of five (05) years after the termination of this Agreement, Subcontractor shall make available to the Center for Medicaid and Medicare Services (CMS), the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records and disclosure of Protected Health Information received from, or created and received by Contractor on behalf of Contractor. **Notice of Request for Data.** Subcontractor agrees to notify Contractor within five (05) business days of the Subcontractor's receipt of any request or subpoena for Protected Health Information. To the extent that the Contractor decides to assume responsibility for challenging the validity of such request, the Subcontractor shall cooperate fully with the Contractor in such challenge.

7. **SUBCONTRACTOR MONITORING:** Subcontractor agrees that services provided under this Agreement by Subcontractor; facilities used in conjunction with such services; consumer records; policies, procedures, performance data, financial records, and other similar documents and records of Subcontractor; that pertain or may pertain, to services under this Agreement shall be open for inspection by Contractor or its agents, at any reasonable time during business hours. Subcontractor agrees to retain such records and documents for a period of seven (07) years, or such longer period as may be prescribed for such records and documents by the State of Oregon Archivist.

8. **PAYMENT OF AGREEMENT:** Subject to availability of funds, Contractor shall provide monthly payments to Subcontractor upon receipt of payment from the Division, for rendering the services listed in this Agreement. The amount of these monthly payments will be based primarily on the amount received by Contractor from the Division. However, Contractor may increase or decrease the amount of the monthly payment. The maximum total amount of funds to be paid to Contractor for the period of the Agreement is as follows:

SERVICE ELEMENT	NO.	AGREEMENT AMOUNT	OBLIGATED SERVICE UNITS
PREVENTION	SERVICE ELEMENT 70	\$105,000.00	BIENNIUM

9. **RECOVERY OF FUNDS:** Expenditures of Subcontractor may be charged to this Agreement only if they:

- [a]-Are in payment for services performed under this Agreement;
- [b]-Conform to applicable State and Federal regulations and statutes,
- [c]-Are in payment of an obligation incurred during the Agreement period; and
- [d]-Are not in excess of 100% of program costs.

Subcontractor funds spent for purposes not authorized by this Agreement shall be deducted from payments or refunded to Contractor. Payments by Contractor in excess of authorized actual expenditures shall be deducted from payment or refunded to Contractor. In the event that the Division determines that Contractor is responsible for the repayment of any funds owed to the Division by Subcontractor, Subcontractor agrees to make such payment within ten (10) days of said determination by the Division.

10. **BUDGET TRANSFERS:** Subcontractor may not transfer funds from one Service Element to another or within program areas without prior written approval of Contractor.

11. **RETENTION OF REVENUE AND EARNED INTEREST:** Beginning fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Health and Human Services, for services rendered by Subcontractor, and interest earned on such funds in the possession of Subcontractor shall be retained by Subcontractor, provided that it is expended for a mental health service which meets the standards of the Division.

12. **WITHHOLDING OF AGREEMENT PAYMENTS:** Notwithstanding any other payment provision of this Agreement, should Subcontractor fail to submit required reports when due, or fail to perform or document the performance of contracted services, Contractor shall immediately withhold payments under this Agreement.

13. **TERMINATION:** All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for convenience upon sixty (60) days notice in writing. If Contractor initiates the termination, payment of the usual and customary expenses of termination shall be made to the Subcontractor. If the initial provider investment is substantial, the Agreement may not be terminated by Contractor for convenience. If the Subcontractor initiates the termination and Contractor has an alternative way to provide the service, the Agreement may be terminated for convenience. Contractor may also terminate all or part of this Agreement as specified below:

[a]-With ten (10) days notice, if funding to Contractor from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Contractor will give more notice whenever possible.

[b]-With thirty (30) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.

[c]-Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Subcontractor to provide a Service Element under this Agreement.

[d]-With thirty (30) days notice, if Subcontractor fails to provide services, or fails to meet any performance standard as specified by Contractor in this Agreement (or subsequent modifications of this Agreement) within the time specified herein, or any extensions thereof.

[e]-Upon notice if the Subcontractor fails to start up service on the date specified by the Division in this Agreement (or subsequent modifications of this Agreement).

[f]-Upon notice, if Contractor has evidence that the Subcontractor has endangered or is endangering the health and safety of consumers, residents, staff or the public.

[g]-Failure of the Subcontractor to comply with the provisions of this Agreement and all applicable Federal, State and local laws and rules may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either party may involve major or minor violations. Major violations include, but are not limited to:

- #1)-Acts or omissions that jeopardize the health, safety, or security of consumers.
- #2)-Misuse of funds.
- #3)-Intentional falsification of records.

In the case of failure to perform jeopardizes the safety and security of the consumer, the Subcontractor and Contractor shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (05) working days.

In those circumstances where a major violation is substantiated, the Contract may be suspended by Contractor immediately. In all cases involving a major violation, a written notice of intent to terminate this Agreement shall be sent to the Division and Subcontractor shall be given a reasonable opportunity to refute the findings. If the problem is substantiated and is not corrected within a reasonable time, Subcontractor may be terminated or other remedial actions may be initiated.

Minor violations usually involve less substantial compliance with the general or special conditions of the Agreement. In the event of alleged minor violations, a reasonable notice period shall be given and a corrective action plan developed. This plan shall include stated activities that respond to specific violations and means by which a permanent change will occur relating to the procedures or practices that caused the violation. If these activities do not occur within the notice period, the Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

Such termination shall be without prejudice to any obligation or liabilities either party accrued prior to such termination. **Termination Upon Breach of Provisions Applicable to Protected Health Information:** Any other provision of the Agreement notwithstanding, the Agreement may be terminated by Contractor upon five (05) days written notice to Subcontractor in the event that Subcontractor breaches any provision contained in this Contract and such breach is not cured within such five (05) day period; provided, however, that in the event that termination of the Contract is not feasible, in Contractor's sole discretion, Subcontractor acknowledges and agrees that Contractor has the duty to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary. **Return or Destruction of Protected Health Information upon Termination:** Upon termination of the Contract, Subcontractor shall return all Protected Health Information received from Contractor or created or received by Subcontractor on behalf of Contractor and which Subcontractor still maintains in any form. Subcontractor shall not retain any copies of such Protected Health Information. **Contractor Right of Cure:** At the expense of Subcontractor, Contractor shall have the right to cure any breach of Subcontractor's obligations under this Agreement. Contractor shall give Subcontractor notice of its election to cure any such breach and Subcontractor shall cooperate fully in the efforts by the Contractor to cure Subcontractor's breach. All requests for payment for such services of Contractor shall be paid within thirty (30) days.

**14. ENCUMBRANCE OR EXPENDITURE AFTER NOTICE OF TERMINATION:** Subcontractor shall not make expenditures, enter into agreements, or encumber funds in their possession, or to be transferred by Contractor, after notice of termination or termination as set out above, without prior written approval from Contractor.

**15. INDEPENDENT CONTRACTOR:** Subcontractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

[a]-Subcontractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

[b]-This Agreement is not intended to entitle Subcontractor to any benefits generally granted to Contractor employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Subcontractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement



benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

[c]-The Subcontractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Subcontractor has the assistance of other persons in the performance of this Agreement, the Subcontractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411. If the Subcontractor performs this Agreement without the assistance of any other person, Subcontractor shall execute a Joint Declaration with Contractor's Workers' Compensation carrier absolving Contractor of any and all liability from Workers' Compensation provided in ORS 656.029(2). The Subcontractor, its subcontractors, if any and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

**16. DELEGATION AND REPORTS:** Subcontractor may delegate the responsibility for providing services hereunder to another individual or agency only with the written agreement of Contractor, and shall provide Contractor with periodic reports at the frequency and with the information prescribed to be reported by Contractor.

**17. CONSTRAINTS:** Pursuant to the requirements of ORS 279.310 through 279.320 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of the Agreement:

[a]-Subcontractor shall:

- 1)-Make payments promptly, as due, to all persons supplying to Subcontractor labor or materials for the prosecution of the work provided for in this Agreement.
- 2)-Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
- 3)-Not permit any lien or claim to be filed or prosecuted against Subcontractor on account of any labor or material furnished.
- 4)-Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

[b]-If Subcontractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Subcontractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper offices representing Contractor may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Subcontractor by reason of this Agreement.

[c]-Personnel policies shall be in compliance with Federal and State Wage and Hours regulations and State requirements for legal holidays.

[d]-Subcontractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Subcontractor, or all sums which Subcontractor agrees to pay for such services and all monies and sums which Subcontractor collected or deducted from the wages of Subcontractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

[e]-This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**18. HOLD HARMLESS:** Subcontractor agrees it is an independent contractor and not an agent of the State of Oregon, Division, or Contractor. Subcontractor shall indemnify, defend, and save harmless the State of Oregon, Division, Contractor, its officers, employees, and agents, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of Contractor, its own

subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of Contractor, including but not limited to injury to life of person or damage to property, arising from the operation, maintenance, use or supervision of the motor vehicles acquired by Subcontractor with Division funds.

**19. INSURANCE AND BONDING:** Subcontractor shall obtain and at all times keep in effect, comprehensive, liability insurance and property damage insurance covering activities and operations of Subcontractor. Subcontractor shall name the State of Oregon, Division, Contractor, its officers, employees, and agents as Additional Insured's on any insurance policies required herein only with respect to subcontractor's activities being performed under the subcontract. Such insurance shall be evidenced by a Certificate of Insurance, issued by an insurance company licensed to do business in the State of Oregon, containing a 30-day Notice of Cancellation endorsement and shall be forwarded to Contractor prior to commencement of the services. In addition, in the event of unilateral cancellation or restriction by Subcontractors insurance company of any insurance coverage required herein, Contractor shall immediately notify Contractor orally and in writing within three (03) days of notification by the insurance company to Subcontractor. Subcontractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance whatever the form, shall not be less than the limits of public body tort liability insurance specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, Subcontractor shall immediately notify Contractor verbally and in writing.

Subcontractor (except City, Subcontractor and State government and public school districts) shall obtain and maintain at all times during the terms of this Agreement a fidelity bond covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSE, subsection (b) Audit Guidelines.

Subcontractor shall obtain and maintain at all times during the term of this Agreement, workers compensation insurance covering injuries to employees while carrying out employee duties under this Agreement.

**20. SETTLEMENT OF DISPUTES:** Differences between Subcontractor and Contractor or between contractors will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. Contractor's Executive Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**21. FINANCIAL AUDIT:** Subcontractor shall provide Contractor with a copy of Financial Review or Financial Audit conducted by a Certified Public Accountant by December 31st following the fiscal year.

**22. ASSIGNMENT:** This Agreement shall not be assigned by Contractor without the prior written consent of Contractor.

**23. RENEWAL:** This Agreement shall not be assigned by Subcontractor without the prior written consent of Contractor. This Agreement may be renewed, subject to the following conditions: (1)-renewal will be based on Subcontractor's Annual Implementation Plan approved by the Division; and (2)-renewal is subject to the availability of funding.

**24. NON-DISCRIMINATION:** Contractor agrees that Subcontractor shall not discriminate against any applicant for service or employment and/or any consumer, patient, resident, consumer or employee because of race, color, religion, sex, age, national origin, political affiliation, handicap, or disability.

**25. ATTORNEY FEES:** In the event an action, suit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, suit proceeding or appeal.

**26. VEHICLES:**

[a]-Subcontractor shall be exclusively responsible for maintaining the vehicles acquired with Division funds under this Agreement for use in a good, safe, and operable condition, including maintenance of brakes, tires, steering, signal lights, and all other safety related systems and parts to ensure the safety of the vehicle. Further, Subcontractor shall be, with respect to Contractor, exclusively responsible for supervising the operation of the vehicles and ensuring that the vehicles are entrusted solely to responsible, reliable operators.

[b]-Subcontractor shall insure all vehicles acquired with Division funds under Agreement, throughout the term of this Agreement, to the full extent required by Oregon Financial Responsibility Law. In addition, the State of Origin, Division, Contractor, its officers, employees, and agents, shall be named as Additional Insured's on any automobile liability insurance policy covering vehicles acquired under this Agreement.

[c]-To the full extent authorized by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor shall indemnify, defend and hold harmless, within the limits of the Tort Claims Act, the State of Oregon, Division, Subcontractor, its officers, employees, and agents, against any claim or liability for injury to life or person, or damage to property arising from Contractor operation, maintenance, use or supervision of the vehicles acquired with Division funds under this Agreement.

**27. SPECIAL FEDERAL REQUIREMENTS:** Subcontractor shall comply with the following special federal requirements:

[a]-Unless exempted under the rules, regulations, and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, Contractor agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." Contractor will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

[b]-Subcontractor shall abide by all mandatory standards and policies which relate to energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-165). All subcontractor subcontracts shall require compliance with the foregoing provisions.

[c]-Subcontractor shall comply with federal rules and statutes pertaining to the Alcohol, Drug and Mental Health (ADMH) and Social Services (formerly Title XX) Block Grant(s), including the Public Health Services Act especially sections 1914 (b) (1-5), 1915 (c) (12), 1916 (b)(2) and Public Law 97-35.

[d]-Subcontractor under this Agreement is a sub-recipient and must have an independent audit performed in accordance with OMB Circular A-128.

As mentioned above, the criteria relating to the amount of federal financial assistance provided to each contractor and which determines if an audit must be performed, applies also to non-profit and state or local subcontractor, i.e., the \$25,000 and \$100,000 designations. OMB Circular A-128 and A-133 require the independent audit reports to be monitored. Subcontractor will monitor the independent audits of its qualified subcontractors or reach agreement with Division to ensure the audit process is monitored. A non-profit organization may opt to conduct a two (02) year audit.

[e]-Subcontractor certifies, to the best of its knowledge and belief, that:

1)-No Federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor 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 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.

2)-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, or a Member of Congress, an officer or em-

ployee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-MEND, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3)-Subcontractor shall require that the language of this certification will be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CONTRACTOR:**

*Mid-Columbia Center for Living*

By

Barbara J. Seatter, M.S.

MID-COLUMBIA CENTER FOR LIVING

Dated this 29 day of June, 2011.

PHONE: 1 (541) 296-5452

FAX: 1 (541) 296-4792

EMAIL: Barbara.Seatter@mccfl.org

**SUBCONTRACTOR:**

*Wasco County*

By

Sherry Holliday  
WASCO COUNTY BOARD OF COMMISSIONERS

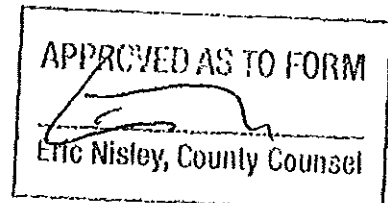
Dated this 20<sup>th</sup> day of July, 2011.

PHONE: (541) 506-2520

FAX: (541) 506-2521

EMAIL: SherryH@co.wasco.or.us

See Attachment #1



# YOUTHTHINK/Wasco County Prevention Plan 2012 - 2013

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The YOUTHTHINK Coalition of Wasco County will specifically target the following prevention strategies:

1. Information Dissemination
2. Community Mobilization
3. Education
4. Alternatives
5. Environmental

The Coalition is working on developing a comprehensive awareness and sustainability campaign. It is the coalition's intent to be able to successfully fund the coalition's effort without Drug Free Community grant dollars by year 2012. In an effort to accomplish this goal, all of the five above strategies with the addition to Problem Identification and Referral will need to be implemented. Case statements and cost benefit analysis data will be developed and shared with key county/community stakeholders. On-going outreach efforts that involve specific partners will be established that provide financial, in-kind and administrative support.

The Prevention Specialist will play a strong role in increasing outreach by making a variety of community presentations that educate the community of the value of YOUTHTHINK and ATOD issues. All coalition activities are culturally sensitive as well as being tuned in, when appropriate, for specific ATOD alternative activities to be gender specific.

The Prevention Plan will pay special attention to the issue of underage drinking and engaging youth and their parents at a younger age. Through our past efforts we have learned that prevention needs to occur when youth are in elementary school. A new strategy will include the Parent To Parent program where YOUTHTHINK will be invited into community homes to share important information to parents in their own social settings. School teach-in presentations will continue to be an important strategy as well as Challenge Day, Reality Tour, Life of an Athlete and the Project Alert program. Evaluation and data tools will be used that will enable the coalition to insure these specific strategies are addressing age of onset and 30-day use of alcohol, tobacco and marijuana. The coalition intends to have these rates drop during the biennium.



AD70 funds will be solely allocated to the Prevention Specialist position with duties being split into two main focus areas. 1) Coalition development and program strategies and 2) specific youth and school targeted initiatives. Focus area 2 will include implementation of best/promising prevention programs including the social norms campaign, Most of Us. Positive youth development strategies will be implemented and youth will come to the realization that they do matter and that they do have decision-making ability, especially when it comes to ATOD issues.

Addictions and Mental Health Division – Attachment 10  
2011-2013 County Biennial Implementation Plan

## PREVENTION STRATEGY SHEET

County: Wasco County

Prevention Specialist: Debby Jones

*Using the grid below, list all the proposed programs for which the County is requesting funding. Include all the Program Outcomes (process objectives) and Intermediate-level Outcomes (educational, attitudinal & behavioral objectives) for each of the proposed programs. All outputs and outcomes must be measurable.*

Proposed Programs	Proposed Outputs	Proposed Outcomes	Budget
#1 Prevention Coordinator	1a) Sustainability Plan (CM) 2a) Monthly Newsletter (ID/ED) 3a) School Teach-Ins (ID/ED/EV) 4a) Reality Tour (ID/CM/A/ED) 5a) Parent To Parent (ID/CM/ED) 6a) On-going marketing/outreach efforts (CM/EV) 7a) Challenge Day (CM/A) 8a) Family Matters	1a) Coordinator will establish a sustainability plan that will enable the coalition to exist without DFC funds in year 2012. 1b) Plan will include Case Statements and cost benefit analysis 1c) Specific partners will be identified to assist in financial, in-kind and administrative support. 2a) Coordinator will produce a monthly newsletter 2b) Newsletter subscription numbers will increase by 15% (246 to 283) 3a) Coordinator will conduct a minimum of	\$ 60,000

		<p>6 yearly school Teach-In events that concentrate on underage drinking, meth and Most of Us perception information. A presentation evaluation tool is being developed by an outside evaluator.</p> <p>4a) Two Reality Tour programs will be held each year with a total of 60 people being trained each year.</p> <p>5a) A minimum of 6 Parent To Parent in-home presentations will be made. Outside evaluator developing a post evaluation tool.</p> <p>6a) On-going outreach efforts will be strategically implemented and result in a 25% increase in current coalition active participation.</p> <p>7a) Prevention Specialist will work with school district to implement Challenge Day program and follow up activities. Actual cost of the program will be picked up by an outside donor. 200 youth and 60 adults will be trained each year. Outside evaluator is developing a program specific evaluation tool for the program that fits YOUTHTHINK's ATOD and community outreach goals.</p> <p>8a) Prevention Specialist will begin implementation of the Family Matters program</p>	
#2 School/Youth/Families	<p>2a) School/Youth Development Projects (ID/CM/A/ED/EV)</p> <p>3a-1) South Wasco</p> <p>3a-2) Dufur</p> <p>3a-3) North Wasco</p> <p>4a) Family Matters program</p>	<p>2a) Each school district will have a specific prevention/youth development strategy and all schools will implement the Most of Us campaign</p> <p>3a-1) South Wasco will be assisted in implementation of Life of an Athlete program</p> <p>3a-2) Dufur continues Life of an</p>	\$10,000

		<p>Athlete Program and Project Alert.</p> <p>3a-3) North Wasco will implement Life of an Athlete program, Project Alert and specific social media programs incorporated with school audio video program.</p> <p>4a) Family Matters program will be delivered to an initial 25 families.</p>	
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ID = Information Dissemination  
 CM = Community Mobilization  
 A = Alternatives  
 ED = Education  
 EV = Environmental

**Discussion Item**  
**Spotted Owl Critical Habitat**

- [Letter to County Commissioners from Doug Robertson, Douglas County Commissioner](#)
- [Letter from US Fish and Wildlife](#)
- [John Roberts' Working Draft letter to US Fish and Wildlife](#)



July 31, 2012

TO: County Commissioners in Forest Counties (impacted by NSO critical habitat) of  
**Oregon**, Washington and California

FROM: Doug Robertson, Douglas County Commissioner

RE: **Spotted Owl Critical Habitat Designation/Comment Extension from USFW**

The United States Fish & Wildlife Service (USFW) is considering expanding critical habitat designations for the northern spotted owl. With almost five million acres proposed for designation in Washington, five million acres in Oregon, and four million in California, the expansion has the potential to double existing critical habitat.<sup>1</sup> It could also expand existing federal habitat designations into state and private lands. The proposal could curtail revenue from state trust lands for schools, reduce or eliminate the remaining family-wage mill employment positions, and draw counties into third-party ESA litigation in local permitting actions.

Given these repercussions, counties from Washington, **Oregon**, and California joined together to request a 90-day comment period extension. The request was denied. It was only after litigating in the United States District Court for the District of Columbia, that USFW finally granted an extension through August 20, 2012.

This letter notifies the forest counties of Washington, **Oregon**, and California of the comment period extension.

#### **1. Background: D.C. Circuit Litigation - Why USFW Granted the Extension**

USFW issued a proposed rule to expand spotted owl critical habitat designations under the Endangered Species Act, 16 U.S.C. § 1531, et seq. (ESA) on March 8, 2012, with an initial comment deadline of June 6. The economic analysis and environmental assessment were not issued until May 29, and June 4, respectively, so USFW was forced to extend the deadline on the proposed rule, economic analysis, and environmental assessment to July 6, 2012.

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<sup>1</sup> These figures have been rounded. USFW Economic Analysis figures are approximately 3,988,776 acres in California; 5,116,835 acres in Oregon; and 4,856,074 acres in Washington. USFW Economic Analysis, p. ES-3.



Counties in the three states made multiple requests to be included more fully in rule development. The counties requested cooperating agency status under Council on Environmental Quality regulations and Department of Interior Guidelines.<sup>2</sup> The counties, along with a congressional delegation, made several requests for a modest time extension. The counties required the extension so their consultants could finalize an economic analysis on proposed rule impacts, as discussed below. All requests were denied.

USFW's stated rationale was that providing an additional 60-days to prepare comment was not feasible as a D.C. Circuit Court compliance schedule precluded providing this time for input. Upon reviewing the pleadings, the four counties realized this was incorrect. Consequently, the four counties moved to intervene in the litigation pending in the United States District Court for the District of Columbia, as the counties believed the Court's orders were being incorrectly interpreted to preclude adequate comment and consultation. After expending resources to prepare the filing, USFW finally offered the counties a modest extension through August 20, as set forth in the attached correspondence.

Comment provided to date focuses on a number of issues, including economic impacts and why the past two decades of recovery have failed. These are issues ESA requires USFW to consider in making designation decisions. The extension is being used to provide additional analysis.

## **2. Economic Impacts to the Counties of Washington, Oregon, and California**

USFW's draft economic impact study asserts impacts are not likely to be significant, and may even be positive. The conclusions cannot be reconciled with what actually has occurred with USFW spotted owl decisions.

In Washington, 53 timber mills closed in the 1990's, with 9,125 workers displaced. In Oregon, at least 170 mills closed since the 1990s, with 18,154 mill jobs lost. In California, 54 mills have closed since the 1990s, with 5,645 jobs lost.

The ramifications from USFW decisions at the County level are potentially significant. Skamania County contains the most acres of proposed designation of any county in Washington (637,978 ac), followed by Chelan (588,913 ac; 31% of county). Kittitas has the most private acres proposed as critical habitat area at 69,447 acres. In a number of Oregon counties, including Douglas, the timber industry accounts for over 10% of total employment, so they are particularly vulnerable to USFW decision-making. In California, Siskiyou is among four counties with the lowest median family income, so it cannot endure further employment losses. There are two remaining timber mills in both Skamania and Klickitat, where there were originally eight. Both

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<sup>2</sup>40 C.F.R. § 1501.6, § 1508.5.

counties have lost over half of their manufacturing jobs since the 1990s, and cannot afford to lose their remaining mills. In all three states, jobs have been shifting from goods-producing to service-producing, which is further eroding the counties' middle-class and family-wage jobs. USFW decisions have the potential to escalate this trend.

To ensure USFW has accurate data before making a decision, several counties joined together to commission an economic study based on local experience and expertise. A draft analysis was prepared by Sierra Institute, titled Response to the Economic Analysis of Critical Habitat Designation for the Northern Spotted Owl by Industrial Economics and submitted to USFW by the July 6th deadline. The analysis submitted was not complete, because USFW refused to provide an extension until after July 6. The analysis is now being updated and refined.

### **3. The Real Culprit - The Barred Owl**

The primary factor in spotted owl decline has been identified. It is the spotted owl's competitor, the barred owl. "We now consider competition from the barred owl to pose a significant threat to the northern spotted owl."<sup>3</sup> USFW's Draft Environmental Impact Statement addressing barred owl removal states:

Barred owls are slightly larger and more aggressive than spotted owls, and compete for the same habitat. ... If no barred owl removal occurs (No Action Alternative) within the proposed study areas, northern spotted owl populations would likely continue to show declines in the survival, reproduction, and population growth rates.<sup>4</sup>

Consequently, designating habitat will not recover the spotted owl. Recovery is a more complex issue, entailing choosing among species, or eliminating one to favor a weaker. Many question whether USFW should play this role. Appropriate or not, under the ESA, the actual cause of decline must be addressed.

The ESA requires critical habitat decisions to be based on "the best scientific data available," and only after "the economic impact" is considered.<sup>5</sup> Where the benefits of exclusion outweigh the benefits of inclusion, habitat is properly excluded.<sup>6</sup> This statutory direction is consistent with the 2012 Presidential Memorandum to the Secretary of the Interior, which states:

Private and State lands are among the potential exclusions, based on a recognition that habitat typically is best protected when landowners are working cooperatively to

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<sup>3</sup> Draft Environmental Impact Statement on Barred Owl Removal, p. 2.

<sup>4</sup> *Id.* at pgs. 2 and 138.

<sup>5</sup> 16 U.S.C. § 1533(b)(2), emphasis added.

<sup>6</sup> 16 U.S.C. § 1533(b)(2).

promote forest health, and a recognition -- as discussed in the proposed rule -- that the benefits of excluding private lands and State lands may be greater than the benefits of including those areas in critical habitat.<sup>7</sup>

Consistent with both the ESA and Presidential Direction, USFW should not designate habitat when designation will not achieve the stated objective, and instead will hurt family-wage jobs and the local tax base in rural communities struggling with the recession.

#### **4. The Spotted Owl Litigation Was Never About Recovering the Owl**

The past two decades of spotted owl recovery efforts have not resulted in recovering the owl. The recovery effort very likely failed because the goal was never recovery. The goal was old-growth forest preservation. There are better ways to accomplish that objective which do not involve hurting rural timber communities. The four counties take the position that the ESA should not be used to accomplish objectives unrelated to species recovery, particularly when such actions have serious, and long-term economic repercussions.

#### **5. Conclusion**

The proposed critical habitat designations have the potential to significantly impact counties throughout Washington, **Oregon**, and California. To date, the counties impacted by the proposed rule have been largely excluded from rule development. The counties now have a modest extension of time to prepare comment.

Respectfully submitted,



Doug Robertson, Commissioner  
Douglas County, Oregon

c: Governor John Kitzhaber  
Oregon Congressional Delegation

attachment

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<sup>7</sup> The White House, Office of the Press Secretary, Memorandum for the Secretary of the Interior, Proposed Revised Habitat for the Spotted Owl: Minimizing Regulatory Burdens (February 28, 2012), p. 2.



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Oregon Fish and Wildlife Office  
2600 SE 98<sup>th</sup> Avenue, Suite 100  
Portland, Oregon 97266  
Phone: (503) 231-6179 FAX: (503) 231-6195

File Name: Northern Spotted Owl pCH County Letters 2012  
TS Number: 12-1006

Board of Commissioners  
Douglas County  
1036 SE Douglas Ave.  
Roseburg, Oregon 97470

Dear County Official:

On February 28, 2012, in compliance with an order from a U.S. District Court, the U.S. Fish and Wildlife Service (Service) released a proposal to revise critical habitat for the northern spotted owl. It was published in the Federal Register on March 8, 2012. The Service opened a public comment period which recently closed on July 6, 2012. A final rule designating critical habitat must be completed in November, 2012.

Several Counties have requested additional time to provide comments on the proposed rule. The Service is inviting all interested Counties within the range of the northern spotted owl to provide comment on the proposed rule until August 20, 2012. Although the comment period for the general public has closed, we are interested in receiving thorough review and comment by all Counties as provided by section 4(b)(5)(A)(ii) of the Endangered Species Act. The Service has already received comments on the proposed rule from many Counties and there is no need to resubmit those comments unless you have new or additional information.

An electronic version of the complete text of the proposed critical habitat rule, as well as all supporting and related documents (e.g., draft Economic Analysis, and spotted owl habitat and population models), are available for review and download on our website <http://www.fws.gov/oregonfwo/Species/Data/NorthernSpottedOwl/main.asp>. Please feel free to visit this site and review these documents. In addition, all comments already submitted on the proposed rule and related documents are posted on <http://www.regulations.gov>; in the "keyword" box, enter Docket No. FWS-R1-ES-2011-0112. If you have comments you would like to provide to the Service, you can send them to us via email to [Betsy\\_Glenn@fws.gov](mailto:Betsy_Glenn@fws.gov) (subject:

spotted owl pCH County comment), or by hard copy to U.S. Fish and Wildlife Service, attn. Betsy Glenn, 2600 SE 98<sup>th</sup> Ave., Suite 100, Portland, OR 97266.

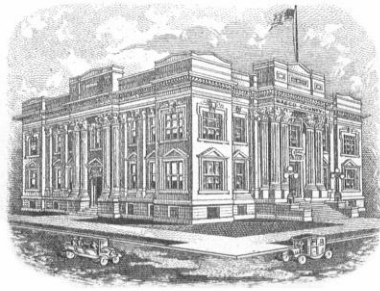
If you have questions or trouble accessing the materials, please email Dr. Betsy Glenn of my staff at the email address above, or call Dr. Glenn at (503) 231-6179. Thank you for your interest in this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Paul Henson". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Henson".

Paul Henson  
State Supervisor





# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*  
Sherry Holliday, *County Commissioner*  
Scott Hege, *County Commissioner*

### ***“Working Draft”***

#### Delivered Electronically and by Regular Mail

U.S. Fish and Wildlife Service  
Attn: Betsy Glenn  
2600 SE 98<sup>th</sup> Ave., Suite 100  
Portland, OR 97266

Re: FWS-R1-ES-2011-0112 (Spotted Owl pCH County comment)  
Potential economic impacts of the designation of critical habitat for the Northern Spotted Owl (“NSO”)

Dear Comment Manager:

At this time, the Wasco County Board of Commissioners wish to provide the following specific comments and suggestions on the proposed revisions to the NSO critical habitat:

- The proposed critical habitat designations have the potential to significantly impact counties throughout Washington, Oregon and California.
- We believe the Forest Service already has sufficient standards and guidelines in place to provide effective habitat for the NSO. Additional restrictions associated with a critical habitat designation could be generally counter-productive from a habitat maintenance perspective.
- We recommend the Fish and Wildlife Service promote active management of federal lands to protect those lands from catastrophic events that risk NSO habitat.
- Critical habitat designation should be made only after the effects of the barred owl can be thoroughly studied and analyzed. Given the important impacts the that barred owl has on NSO populations, we believe the Fish and Wildlife Service needs to fully understand this relationship before they move forward with any critical habitat designation.
- Wasco County is in support of a full analysis of the effects before designation of critical habitat. It appears the Fish and Wildlife Service conducted an Environmental Assessment which used only data of incremental impacts of the designation (i.e., a narrow view). An Environmental Impact Statement would have required data of more impacts of federal action since the listing of the owl as an Endangered Species – possibly providing a clearer picture of the potential economic and social ramifications.

#### Adverse Socio-Economic Impacts

Past receipts paid to Oregon counties from timber provided an essential part of county budgets, helping to pay for health and social services, law enforcement, corrections programs and many

other public services. However, since listing of the NSO as an Endangered Species Wasco County has lost two timber mills and approximately 150 full-time jobs. Thus our local county government funds have already been heavily impacted by the reduction in timber harvest on federal lands, primarily due to protection of the NSO.

The Secure Rural Schools and Communities Self Determination Act was adopted to help counties cope with the loss of timber harvest revenue. The act has provided counties with payments to mitigate at least a portion of the revenue lost. Although the act has temporarily been extended, the program and payments are likely to be discontinued entirely. Once the act payments cease, counties will return to reliance on shared timber receipts and be forced to continue to reduce or eliminate essential public services or programs.

Approximately 179,351 acres within Wasco County are managed by the Forest Service. Approximately 137,414 (76%) of these Forest Service lands are proposed be designated as NSO critical habitat. Extending further harvest restrictions on these lands in Wasco County only increases the burden of protection. It is expected this will have further adverse economic affects to the economic health of the region, which can only hurt the tax base in rural communities already struggling with the recession. As a result the quality of life in the region and county will likely continue to diminish without the benefits made possible by potential timber revenue.

Overall, we are suspect there is enough evidence to demonstrate the need for this additional critical habitat acreage and believe such a designation will not cause the NSO to become extinct. Moreover, we think it is in the interest of our community to continue to try and minimize regulatory burdens. In light of the aforementioned, we request the Fish and Wildlife Service seriously consider excluding Wasco County lands from a critical habitat designation. The potential impacts are likely to perpetuate and exacerbate adverse economic impacts.

Thank you for this opportunity to respond to the NSO Critical Habitat Proposed Rules. We realize the Fish and Wildlife Service faces a difficult task in trying to maintain viable populations of listed species and balance a diverse set if interests.

Sincerely,

Rod Runyon  
Chair, Wasco County Board of Commissioners

**Discussion Item**  
**Discovery Center Funding Update**

- [No documents have been submitted for this item – Return to Agenda](#)

**Discussion Item**  
**MCCOG State Review Process**

- [DHS Letter to Wasco County](#)
- [DHS Letter to MCCOG](#)
- [Mandatory Functions of an Area Agency on Aging](#)



# Oregon

Theodore R. Kulongoski, Governor

August 6, 2012

Rod L. Runyon, Chair  
Wasco County Board of Commissioners  
511 Washington Street, Suite 302  
The Dalles, Oregon 97058-2237

**Department of Human Services**  
Seniors and People with Disabilities  
676 Church Street NE  
Salem, OR 97301  
(503) 373-0822 Main Line  
(503) 373-1133 Fax  
(866) 535-8493 Toll Free



Dear Commissioner Runyon:

Our Department is in receipt of your letter dated July 18, 2012 requesting a review of the Area Agency on Aging (AAA) operations of the Mid-Columbia Council of Governments (MCCOG). As noted in our voice message left with your office on July 20<sup>th</sup> and telephone conversation with Commissioner Holliday on July 30<sup>th</sup>, our Department has conferred with the Oregon Association of Area Agencies on Aging and Disabilities to develop a review process. We anticipate the review taking approximately two months with the goal to have a report of findings and recommendations to you and MCCOG Board by October 1, 2012.

The review process will be completed collaboratively between the Department of Human Services (DHS) and the Oregon Association of Area Agencies on Aging and Disabilities (O4AD) in the following manner:

- 1) A review committee composed of two representatives from the DHS State Unit on Aging staff and two representatives for O4AD will be established.
- 2) A request to MCCOG will ask for the submission of information and supporting documentation to evidence how they address the mandatory functions of an Area Agency on Aging as outlined in OAR 411-002-0120.
- 3) The Department will confer with O4AD to identify a third party to conduct interviews with local community stakeholders of the MCCOG Area Agency on Aging programs.
- 4) The review committee will issue a report of findings and recommendations based on the information provided by MCCOG and the interviews conducted.





5) The committee's report will be conveyed to the Wasco County Board of Commissioners and the Mid-Columbia Council of Governments.

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Elaine Young". The signature is fluid and cursive, with the first name "Elaine" and last name "Young" clearly distinguishable.

Elaine Young  
Program Manager

Cc: Michael Smith, Board Chair, MCCOG  
John Arens, MCCOG  
Rodney Schroeder, O4AD  
Mike McCormick, DHS/APD



# Oregon

Theodore R. Kulongoski, Governor

August 6, 2012

Michael Smith, Chair  
Mid-Columbia Council of Governments  
1113 Kelly Avenue  
The Dalles, OR 97058

Department of Human Services  
Seniors and People with Disabilities  
676 Church Street NE  
Salem, OR 97301  
(503) 373-0822 Main Line  
(503) 373-1133 Fax  
(866) 535-8493 Toll Free



Dear Commissioner Smith:

Our Department is receipt of a letter from the Wasco County Board of Commissioners requesting a review of the Area Agency on Aging operations of the Mid-Columbia Council of Governments. This review process will be completed collaboratively between the Department of Human Services (DHS) and the Oregon Association of Area Agencies on Aging and Disabilities (O4AD). We anticipate the review taking approximately two months with the goal to have a report of findings and recommendations to the MCCOG Board and the Wasco County Board of Commissioners by October 1, 2012.

The review will be conducted in the following manner:

- 1) A review committee composed of two representatives from the DHS State Unit on Aging staff and two representatives for O4AD will be established.
- 2) A request to MCCOG will ask for the submission of information and supporting documentation to evidence how they address the mandatory functions of an Area Agency on Aging as outlined in OAR 411-002-0120.
- 3) The Department will confer with O4AD to identify a third party to conduct interviews with local community stakeholders of the MCCOG Area Agency on Aging programs.
- 4) The review committee will issue a report of findings and recommendations based on the information provided by MCCOG and the interviews conducted.
- 5) The committee's report will be conveyed to the Wasco County Board of Commissioners and the Mid-Columbia Council of Governments.

*"Assisting People to Become Independent, Healthy and Safe"*  
An Equal Opportunity Employer

Attached you will find a list of mandatory functions of an Area Agency on Aging established at OAR 411-002-0120. Please submit information and supporting documentation by **August 28, 2012** about how the MCCOG addresses each of these functions in carrying out its duties as the designated Area Agency on Aging for the counties of Hood River, Wasco, Sherman, Gilliam and Wheeler. The MCCOG response to this request should be sent c/o Elaine Young to the State Unit on Aging, 676 Church Street NE, Salem, OR 97301 and/or electronically to [Elaine.Young@state.or.us](mailto:Elaine.Young@state.or.us).

I will provide you with periodic updates about the review process as details such as the members of the review committee, the interview process and progress on meeting our goal to complete the review by October 1, 2012 are known.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Elaine Young  
Manager, State Unit on Aging

Cc: John Arens, MCCOG  
Rodney Schroeder, O4AD  
Mike McCormick, DHS/APD  
Rod Runyon, Wasco County Board of Commissioners



## **Mandatory Functions of an Area Agency on Aging**

**Staffing Functions** -- An Area Agency on Aging must have a qualified director and an adequate number of qualified staff (including full or part-time bookkeeper and clerical support) to operate the program. Provide and/or describe the following:

- Staff plan identifying number and types of positions, position descriptions with minimum qualifications and pay scales;
- Personnel policy establishing organizational rules, standards, and compliance actions with civil rights laws, affirmative action, and hiring preference policy, and fringe benefit package, if any; and
- Organizational chart depicting lines of authority and internal functions and responsibilities.

**Planning Functions** -- An Area Agency is required to develop and administer an Area Plan on aging for a comprehensive and coordinated service delivery system in the Planning and Service area. Provide and/or describe the following:

- Assesses the kinds and levels of services needed by older persons in the area, and how these findings are integrated into the planning process;
- Methods for establishing priorities for services;
- Assure that older persons in the area have reasonably convenient access to information and referral services; and
- Indicate how preference in the delivery of services will be provided to older persons with the greatest social and economic need; i.e., low income, minorities, socially isolated, and persons at risk of institutionalization; and
- Include any necessary interagency agreements that affect the operation of the Area Agency on Aging, including an agreement with any DHS offices located within the local service delivery area.

**Advocacy Functions** -- An Area Agency on Aging must serve as the advocate and focal point for older persons in the area. Describe how the following activities are accomplished:

- Monitoring, evaluating, and commenting on policies, program, hearings, levies, and community actions affecting older persons;
- Conduct public hearings on the needs of older persons;
- Represent the interests of older persons to public officials, public and private agencies or organizations;
- Carry out activities in support of the State-Administered Long-Term Care Ombudsman Program; and
- Coordinate planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons. Type A Area Agencies on Aging will coordinate with the local DHS/APD office in the Planning and Service Area to insure there is coordination of programs administered by each entity.

**Fiscal Functions** -- As recipients of state and federal funds, Area Agencies on Aging must establish adequate financial management systems and comply with acceptable accounting practices and procedures. Provide and/or describe the following:

- A detailed FY 2012-2013 budget of projected revenue and expenses;
- A general ledger that sets forth accounting of all grant income, in-kind income, program income, other cash income, and related expenses by categorical grant; and
- Written financial policies that cover, as a minimum, method for allocating direct and indirect expenses to grants and a check approval procedure to provide sufficient control over transactions.

**Board Functions** -- To carry out its overall responsibilities and conduct business, an Area Agency on Aging must have a board of directors (or equivalent policy making body in a governmental entity). Provide and/or describe the following:

- Articles of incorporation, if applicable;
- Bylaws, if applicable, which include a description of how members are selected, and terms of service;
- Policy statement for monitoring and supervising activities of staff;
- Method by which recommendations of the advisory council will be considered in policy and decision-making processes; and
- Method of providing opportunities for older persons representing the general public to express their views on matters of policy and program.

**Advisory Council Functions** -- An Advisory Council shall be established to provide a way of obtaining formal opinions and recommendations from the senior population in the area. Provide and/or describe the following:

- Composition of the Advisory Council;
- Frequency of Advisory Council meetings;
- Expectations for staff support to the Advisory Council; and
- Copy of the bylaws of the Advisory Council specifying roles and functions of the Council.

**Basic Service Delivery Requirements** – Describe current AAA services and service delivery methods.

**Management Control Functions** -- An Area Agency on Aging must establish policies and procedures to accomplish program goals. Describe the following:

- Methods by which the administration of the Area Plan will be coordinated with federal programs in the community that affect older persons;
- Procedures for informing older persons of the availability of services under the Area Plan;



- Process for seeking applicants to provide services under the Area Plan and entering into and monitoring contracts to provide these services. When it is necessary for the Area Agency to provide any of the services directly to assure an adequate level, it must be documented that no adequate contract provider is available;
- Intention to contract with an independent auditor to conduct an annual financial and compliance audit;
- The Area Agency on Aging must assure that any contractual providers also have an annual audit if required by federal law or rule; and
- How local resources (cash and in-kind) are developed to support program activities.

**Discussion Item**  
**VSO Funding Assistance Agreement**

- [Memo of Explanation](#)
- [Interlocal Funding Assistance Agreement  
between Klickitat County and Wasco County,  
Oregon for Veteran's Services](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** VSO FUNDING ASSISTANCE  
**DATE:** 8/10/2012

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EXPLANATION OF VSO INTERLOCAL AGREEMENT

This agreement formalizes the Klickitat County financial support of regional veterans services through the Wasco County Veterans Service Office.

# INTERLOCAL FUNDING ASSISTANCE AGREEMENT

*Between*

Klickitat County and Wasco County, Oregon  
for Veterans Services

## I. PARTIES

This Interlocal Agreement (which hereinafter may be referred to as the "AGREEMENT"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between by Klickitat County, hereinafter referred to as the "COUNTY", a political subdivision of the State of Washington, whose address is 205 S. Columbus, MS-CH-04, Goldendale, WA 98620, and Wasco County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as "Wasco County", whose address is 511 Washington St, Ste 302, The Dalles, OR 97058, Washington, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

The Parties agree as follows.

**I. Purpose:** The purpose of this Agreement is to provide funding assistance to Wasco County for veteran's services accessed by Klickitat County residents/veterans as defined in the Scope of Work – Exhibit A attached.

**II. Funding:** The County hereby commits to provide funding in the amount of \$25,000 to be applied toward veteran's services as defined in Exhibit A – Scope of Work.

Funds shall be payable to Wasco County upon submittal to the County of an invoice and/or voucher requesting payment which shall be fully supported by receipts paid by Wasco County.

**III. Period of Performance:** The effective date of this agreement shall be January 1, 2012 and will commence upon final signature of the Wasco County and the Board of County Commissioners, or its designee.

The completion date of this Agreement shall be December 31, 2012, unless otherwise terminated or amended in writing.

**IV. Scope of Services:** Wasco County will conduct the tasks to achieve the objective as described in Exhibit A – Scope of Work, which is incorporated by reference in this agreement.

**V. Records.** The records and documents associated with all matters covered by this Agreement shall be owned and retained as required by Wasco County and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement and available for audit at any time.

If Wasco County receives a request for public records pursuant to RCW 42.56, or a request for production or subpoena for the records that include County records, Wasco County shall notify the County immediately so the County may determine if the

records requested are privileged under the Public Records Act or not subject to discovery or production under subpoena so that the County may take action to prevent or limit their production. Similarly, if the County would receive a request for public records pursuant to RCW 42.56, or a request for production or subpoena for the records that include Wasco County records, the County shall notify Wasco County immediately so Wasco County may determine if the records requested are privileged under the Public Records Act or are not subject to discovery or production under subpoena so that the County may take action to prevent or limit their production.

**VI. Relationship:** Nothing contained herein shall be deemed to create the relationship of employer and employee between County and Wasco County or any subcontractor, successor or assignee of the Wasco County.

**VII. Consideration:** County agrees that the tasks described in Exhibit A - Scope of Work represents an adequate consideration by Wasco County for funds allocated by the County.

Wasco County understands and agrees that the County is not responsible for payroll deductions of any kind, including, but not limited to, Employment Security, Labor and Industry, Income Tax, Social Security, and fringe benefits.

County will notify Wasco County within ten (10) business days of receipt of an invoice of any dispute with the invoice. Payment on undisputed invoice amounts is due thirty (30) calendar days from receipt of invoice by County and is past due (60) calendar days from receipt of invoice.

**VIII. No Separate Legal Entity:** No new, separate administrative or legal entity is to be established in association with this Agreement or to conduct the cooperative undertaking described herein.

**IX. Severability:** In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not effect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**X. Governance:** This contract is entered into pursuant to and under the authority granted by Federal law, the laws of the State of Washington, and Klickitat County Code and shall be construed to conform to those laws. In the event of inconsistency in the terms of this agreement or between its terms and any applicable statute or rule, any inconsistency shall be resolved by giving precedence first to applicable Federal law, Washington law and the Klickitat County Code and then to the contract terms and conditions.

**XI. Termination:** The County may terminate this Agreement, in whole or in part, at any time, by giving at least ten (10) days written notice to Wasco County. If the Wasco County fails to perform in the manner called for in this Agreement, the County may terminate this Agreement immediately for cause with written notice. Wasco County shall be paid for work performed in accordance with this Agreement and expenses



incurred to the date of termination but payment will not exceed the total amount of the Grant.

**XII. Choice of Law/Forum:** This agreement will be governed and construed in accordance with the laws of the State of Washington. The venue for any legal proceedings, including arbitration or mediation, will be in Klickitat County, Washington.

**XIII. Arbitration:** If the parties are involved in a dispute they cannot resolve, the matter may be subject to arbitration. Arbitration will be held in Klickitat County and will be subject to Washington law. The laws of arbitration will be those of the Washington Mandatory Arbitration Rules and the local rules for the Klickitat County Superior Court.

**XIV. Indemnification:** Wasco County shall indemnify, defend, and save harmless the County, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, court and arbitration costs, to the extent directly attributable to the negligent acts, errors, or omissions of Wasco County while performing services under this Agreement.

County shall defend, indemnify and save harmless Wasco County and its employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, court and arbitration costs, arising out of or resulting from the services of Wasco County, inclusive of claims made by third parties, or any claims against Wasco County to the extent directly attributable to the negligent acts, errors or omissions of the County, its employees, agents, planning units, citizen committees.

**XV. Waiver:** Waiver of any default should not be deemed to be a waiver of any subsequent default. Waiver for breach of the provisions of the contract should not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the parties and filed with the secretary for the Board of County Commissioners for Klickitat County and the Klickitat County Auditor.

**XVI. Limitation of Actions:** County shall immediately notify Wasco County of any defects or suspected defects arising directly or indirectly from Wasco County negligent acts, errors or omissions. Failure by County to notify Wasco County shall relieve Wasco County of any further responsibility and liability for such defects. County and Wasco County agree that all claims and legal actions directly or indirectly from the Agreement or services of Wasco County shall be filed no less than one (1) year from the date of Wasco County's substantial completion of the services or prior to the last date allowed in the applicable statute of limitations whichever occurs first in time.

**XVII. Severability:** If any provision of this contract or provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be several.

**XVIII. Litigation:** Other than hereinbefore specified, this Agreement does not require Wasco County to assist County in its preparation for arbitration, judicial, or administrative proceedings, nor to testify or otherwise to provide evidence on County's behalf therein.

**XIX. Final Contract:** This contract is the complete understanding of the parties and may not be supplemented by any previous writings or parol evidence and cannot be amended absent a written agreement/contract signed by all parties.

**In Witness Whereof,** the Parties have signed this Agreement as of the day and year written below.

BOARD OF COUNTY COMMISSIONERS  
Wasco County, Oregon

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

\_\_\_\_\_  
Rod Runyon, Chair    Date Signed

\_\_\_\_\_  
Ray Thayer, Chairman

\_\_\_\_\_  
Scott Hege, Commissioner

\_\_\_\_\_  
David M. Sauter, Commissioner

\_\_\_\_\_  
Sherry Holliday, Commissioner

\_\_\_\_\_  
Rex F. Johnston, Commissioner

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

\_\_\_\_\_  
in and for the County of Wasco,  
State of Oregon

\_\_\_\_\_  
in and for the County of Klickitat,  
State of Washington

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Nisley  
Wasco County District Attorney

\_\_\_\_\_  
Lori Lynn Hctor, WSB #39009  
Klickitat County Prosecuting Attorney

Klickitat County and Wasco County, Oregon for  
Veterans Services

Exhibit A – Scope of Work

Goal:

Assist in providing funding in support of Klickitat County residents/veterans who are accessing veterans programs and/or services from the veteran's services officer hired by Wasco County and Hood River County, Oregon.

Objectives:

Provide funding assistance to help meet the immediate need for residents/veterans accessing veteran's services through Wasco and Hood River County's veteran's service officer.

Public Benefit:

Serves the immediate need of area veterans to access veteran's services, programs and with claims processing. Klickitat County presently does not have a program in place to meet the needs of veterans.

**Discussion Item**  
**Agreement for Legal Services**

- [Miller Nash Agreement for Legal Services –  
Columbia Gorge Health Council](#)



PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
WWW.MILLERNASH.COM

Suite 204  
1567 S.W. Chandler Avenue  
Bend, Oregon 97702-1575  
OFFICE 541.383.5857  
FAX 541.383.3968

**Jason R.R. Conger**  
jason.conger@millernash.com  
(541) 749-3304 direct line

August 6, 2012

Hood River County  
601 State Street  
Hood River, Oregon 97031

Pacific Source Community  
Solutions  
P.O. Box 5729  
Bend, Oregon 97708

Central Oregon Independent Practice  
Association  
963 SW Simpson Ave., Ste 120  
Bend, Oregon 97702

Providence Hood River Memorial  
Hospital  
P.O. Box 149  
Hood River, Oregon 97031

La Clinica Del Carino Family Health  
Care Center, Inc.  
849 Pacific Avenue  
Hood River, Oregon 97031

Wasco County  
511 Washington Street, Suite 101  
The Dalles, Oregon 97058

Mid-Columbia Medical Center  
1700 East 19<sup>th</sup> Street  
The Dalles, Oregon 97058

Subject: Agreement for Legal Services

Miller Nash LLP is pleased to have the opportunity to be of service to Columbia Gorge Health Council. This letter will confirm our discussion with you regarding the engagement of this firm and will describe the basis on which our firm will provide legal services to Columbia Gorge Health Council.

**1. SCOPE OF SERVICES**

Our client in this matter will be Columbia Gorge Health Council (the "CGHC"). We have been engaged to form the CGHC as a public benefit corporation and negotiate a joint management agreement and matters related thereto. Prior to the formation of the CGHC, we will take direction from whomever you designate, by written instruction or course of action. Thereafter, we will take direction from the board of directors and officers of the CGHC.





**MILLER NASH**<sup>LLP</sup>  
ATTORNEYS AT LAW

PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
WWW.MILLERNASH.COM

Columbia Gorge Health Council  
August 6, 2012  
Page 2

**2. CONFLICT-OF-INTEREST ISSUES**

As noted above, we represent the CGHC only. We do not represent any of the entities forming the CGHC in connection with this engagement or otherwise. Therefore we are not acting as your attorneys on any matters that may arise in connection with our representation of the CGHC. If, in the future, our representation of the CGHC involves negotiating agreements with or otherwise being adverse to one or more of you, you agree that we may continue to represent the CGHC and you will not contest our representation of the CGHC or seek to disqualify us as counsel to the CGHC.

As noted below, you have agreed among yourselves that our fees will be paid by Hood River County (until such time as the CGHC is formed and able to pay our fees directly). The Oregon Rules of Professional Responsibility provide that a lawyer shall not accept compensation for representing a client from one other than the client unless (i) the lawyer receives consent, (ii) the arrangement will not interfere with the lawyer's professional judgment or the client relationship and (iii) confidentiality is not compromised. We do not believe that our professional judgment is or will be affected by the payment arrangement and you have consented to our providing statements of our services to Hood River County. This letter confirms that consent.

In addition, as we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that while we are representing the CGHC, some of our present or future clients will have disputes or transactions with the CGHC. We reserve the right to represent or to undertake to represent in the future existing or new clients in any matter that is not substantially related to our work for the CGHC, even if the interests of the clients in those other matters are directly adverse to the CGHC. The foregoing does not apply if, as a result of our representation of the CGHC, we have obtained proprietary or other confidential information of a nonpublic nature that if known to the other client could be used in the other matter by that client to the CGHC's material disadvantage.

**3. STAFFING, FEES, AND CHARGES**

I will have primary responsibility for the CGHC's representation and will utilize other lawyers and paralegals in the firm as I believe appropriate in the circumstances. My rate is \$300 per hour. Due to the charitable purpose of the CGHC, we have agreed to discount my rate by 20% and any time keeper from another Miller Nash office by 10%.



Columbia Gorge Health Council  
August 6, 2012  
Page 3

A noted above, you have agreed among yourselves that our fees will be paid by Hood River County (until such time as the CGHC is formed and able to pay our fees directly). Each month we will issue Hood River County a statement describing the work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend performing services for the CGHC. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone calls and search and filing fees. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us but will be billed directly to you.

**4. RESPONSIBILITIES**

To enable us to represent the CGHC effectively, you agree to cooperate fully with us in all matters relating to our representation and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself and others reasonably available to us as may be necessary from time to time.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer or employee of Miller Nash is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

**5. CONCLUSION OF REPRESENTATION—RETENTION AND DISPOSITION OF DOCUMENTS**

Unless previously terminated, our representation will terminate upon our sending Hood River County or the CGHC, as the case may be, our final statement for services rendered in this matter. Following termination, any otherwise nonpublic information that you have supplied to us that we retain will be kept confidential in accordance with applicable rules of professional conduct. At your request, original documents or tangible property that you have provided to us will be returned to the CGHC promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files may include, for example, correspondence, pleadings, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as



**MILLER NASH** LLP  
ATTORNEYS AT LAW

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SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
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Columbia Gorge Health Council

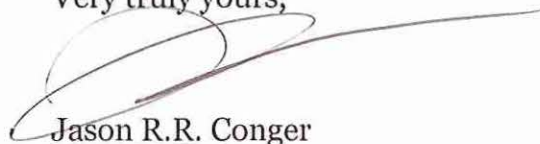
August 6, 2012

Page 4

any internal lawyers' work product, such as drafts, notes, internal memorandums, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents, whether in paper or electronic form, retained by the firm will be transferred to the person responsible for administering our records-retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to you. We also reserve the right to destroy or otherwise dispose of any original documents or tangible property that you have provided to us but have not requested to be returned to you after termination of the engagement within a reasonable time after its termination without further notice to you. To the extent that you would like copies of those portions of our file that are correspondence, pleadings, or related documents previously furnished to you, we will be pleased to provide them to you at our cost of retrieval and duplication, so long as we still retain them.

Please let me know if you have any questions or comments on the matters set forth in this letter. We are pleased to have this opportunity to be of service to you and to work with you.

Very truly yours,



Jason R.R. Conger





**MILLER NASH**<sup>LLP</sup>  
ATTORNEYS AT LAW

PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
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Columbia Gorge Health Council  
August 6, 2012  
Page 5

**Acknowledged and Agreed:**

**Hood River County**

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Name: Karen Joplin  
Title: Commissioner

**Pacific Source Community Solutions**

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Name: Dan Stevens  
Title: Executive Vice President

**Central Oregon Independent  
Practice Association**

---

Name: John Ryan  
Title: Executive Director

**Providence Hood River Memorial  
Hospital**

---

Name: Edward Freysinger  
Title: Chief Executive Officer

**La Clinica Del Carino Family  
Health Care Center, Inc.**

---

Name: Elise Venusti  
Title: Executive Director

**Wasco County**

---

Name: Tyler Stone  
Title: County Administrator

**Mid-Columbia Medical Center**

---

Name: Duane Francis  
Title: Chief Executive Officer

**Discussion Item**  
**Stacker Butte Project**

- [Project Description](#)
- [Request Letter](#)
- [Quotes](#)
  - [Hege Electric](#)
  - [Hire Electric](#)
  - [Bonney Electric](#)



## Stacker Butte Generator Project Description

Budget - \$23,500 DHS Grant (no matching funds required)

Description – This project will provide a liquid propane powered emergency generator for the Sheriff's Office Stacker Butte radio facility. The Stacker Butte facility houses a repeater radio, back-up control radio and an amateur radio UHF repeater.

Process – This project qualifies an "intermediate procurement" (over 5k and less than 25k) under the County purchasing rules. Quotes were requested from the following three vendors:

Hire Electric

Hage Electric

Bonney Electric

Site visits were conducted by Bonney and Hage Electric. Hire Electric requested a photo of the electrical panel which was provided. The request for quotes and responses received are attached.

The request for quotes called for a minimum 500 gallon propane tank. Funding exists in the grant to increase the tank size to 1000 gallons and fill it using grant funds. The tank size increase adds approximately \$1,200 to the total costs and a corresponding increase in fuel costs which are being calculated at \$2.99 per gallon.

Discussions with the facilities manager resulted in the recommendation that a liquid cooled generator be procured.



# Wasco County

## SHERIFF

511 Washington St., Suite #102

The Dalles, Oregon 97058

Phone 541-506-2580

Fax 541-506-2581

July 24, 2012

Local Electrical Contractors,

Wasco County Emergency Management is soliciting written quotes for the acquisition and installation of a propane powered, single phase back-up emergency generator. This equipment is for installation at the Wasco County Sheriff's Office Stacker Butte radio facility located in Klickitat County, Washington. The site is subject to severe winter conditions (snow, wind and icing) a factor that should be considered when quotes are prepared.

Written quotes should include:

- Generator make, type and recommended size;
- Necessary switching equipment and connections to the buildings electrical panel;
- All site preparation costs to include pads, trenching and generator shelter (if required);
- Costs for installation, connection and filling of a minimum 500 gallon propane tank;
- Start-up and testing;
- Permit costs;
- Total labor costs;
- Any additional costs that should be considered.

Written quotes must be received no later than August 10, 2012 and the project must be completed by September 30, 2012.

Written quotes can be submitted through the following methods:

e-mail (preferred) to: [miked@co.wasco.or.us](mailto:miked@co.wasco.or.us)

Fax at: 541-506-2791

U.S. Mail at: Wasco County Sheriff's Office  
511 Washington St., Suite 102  
The Dalles, OR 97058

Questions pertaining to this solicitation for quotes and requests for site visits should be directed to Mike Davidson, Wasco County Emergency Manager, at 541-506-2790.



**HAGEE**  
**ELECTRIC & CONSTRUCTION**  
**SERVICE, INC.**  
 3701 Klindt Drive  
 The Dalles, OR 97058  
 p: 541.296.1962  
 f: 541.296.2191



**508A Certified Shop**  
**SBA HUBZone Certified**  
**Woman Owned Business**

ESTIMATOR: Larry Pray

email address: larrypray@hageelectric.com

PROPOSAL SUBMITTED TO	Wasco County Sheriff's Office	FAX	541.506.2791	DATE	8/9/2012
STREET		PHONE	541.506.2790		
CITY, STATE, AND ZIP		JOB NAME	Stacker Butte		
CONTACT	Mike Davidson	JOB LOCATION	Washington		

Hage Electric and Construction Services, Inc. hereby submits specifications and estimates for

**GENERATOR TO INCLUDE THE FOLLOWING:**

- 1-SIEMENS 25 KW LIQUID COOLED GENERATOR
  - (a.) 120/240 VOLT SINGLE PHASE
  - (b.) BATTERY WARMER KIT
  - (c.) COLD-WEATHER KIT, INLINE LIQUID HEATER
- 1-100 AMP 120/240 VOLT 3R RATED AUTO-MATIC TRANSFER SWITCH
- 1-5" CONCRETE SLAB NEXT TO BUILDING
- 1-3-SIDED ENCLOSURE, THIS WILL BE AN INDEPENDENT STRUCTURE
- 1-EXCAVATION FOR GENERATOR SLAB, PROPANE TANK, TRENCHING, GRAVEL
- 1-GENERATOR START-UP AND TESTING
- 1-100 AMP METER-MAIN, METER/DISCONNECT
- 1-ELECTRICAL PERMIT

GENERATOR BASE: \$17,058.11

**OPTION #1**

- 1-500 GALLON STEEL TANK, DELIVERED
- 400- GALLONS OF PROPANE FUEL @\$2.99 PER GALLON
- 1-REGULATOR, FUEL PIPING AND CONNECTION

PROPANE: \$3,565.80

**OPTION #2**

- 1-1000 GALLON STEEL TANK, DELIVERED
- 800- GALLONS OF PROPANE FUEL @\$2.99 PER GALLON
- 1-REGULATOR, FUEL PIPING AND CONNECTION

PROPANE: \$5,766.60

**EXCLUDED:**

PAINTING, PATCHING, ALL UTILITY FEES, ALL PROPANE EQUIPMENT AND FUEL, TRANSMITTER EQUIPMENT, RADIO EQUIPMENT, WASHINGTON SALES TAX

Hage Electric proposes hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$ \_\_\_\_\_ dollars

Payment to be made as follows:

**PROGRESS PAYMENTS TO FOLLOW**

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance.

Authorized Signature: \_\_\_\_\_

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



hire electric, inc.

# Estimate

Date: 8/10/2012

2700 West Second Street  
The Dalles, Or. 97058 CCB #10360  
Phone (541) 296-5574  
Fax (541) 296-2222  
[wirenut@hireelectric.com](mailto:wirenut@hireelectric.com)

Estimate Submitted To: Wasco County  
Emergency Management

Project Address: Stacker Butte  
Klickitat's, Washington

ESTIMATOR	PHONE	CELL PHONE	CONTACT PERSON	JOB NAME
Taner Elliott			Mike	Radio facility generator

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES TO FURNISH ALL LABOR AND MATERIALS AS FOLLOWS:  
ALL LABOR AND MATERIALS TO COMPLY WITH ALL STATE AND LOCAL CODES. PRICE TO INCLUDE:

## Scope of Work

Provide (1) Kohler RESA 20KW, Liquid propane generator with a 200 and service rated auto transfer switch.

Provide start up and systems test.

Provide and install a 500 gallon filled propane tank. Fuel line will be installed from tank to generator.

Trench will be provided for tank not to exceed 30' from tank to generator.

Generator comes with a polymer base eliminating the need for a concrete pad.

Connect ATS to existing 100 amp panel.

Any questions please call or email me at the office, Thanks Taner.

Exclusions: Sales Tax.

Estimate below is considered as budgetary.

20% down upon acceptance. Balance due at completion.

Estimate	\$15,900.00
Sales Tax	Not included
<u>Permit</u>	Included.
<b>TOTAL</b>	<b>\$15,900.00</b>

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to perform the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

*Note: This estimate may be withdrawn by us if not accepted within 20 days.*

**IMPORTANT NOTICE TO OWNER ABOUT CONSTRUCTION LIENS ON REVERSE SIDE! PLEASE READ.**  
The above signature signifies the authorized person has read and understands the construction lien information on reverse side.



Commercial & Residential Wiring  
OR# 96678 WA# BONNEEI063D9

P.O. Box 89  
Hood River, OR 97031  
Phone: 541-387-2633  
Fax: 541-387-8643  
Email: bonneyelectric@gorge.net

# Proposal

DATE	PROPOSAL NO.
8/9/2012	3165

NAME / ADDRESS
Wasco Co. Sheriff's Office 511 Washington St., Suite 102 The Dalles, OR 97058

JOB DESCRIPTION
Wasco Co Sheriff Radio Facility Stacker Butte Klickitat County, WA **NOT DAVIS BACON WAGE**

REP	PROJECT	2ND ADDRESS	
DESCRIPTION		QTY	TOTAL
<p>Price is to provide, install, and test new generator at the Wasco Co. Sheriff Radio Facility, Stacker Butte. This price includes the following;</p> <ul style="list-style-type: none"><li>- Generator - recommened 10KW, single phase, 120/240v. Vapor. All weather steel enclosure. Exercise Timer Program (7day).</li><li>- Automatic Transfer Switch - 100 amp.</li><li>- Propane Tank - recommended 425 gallon propane tank.</li><li>- Calling for locate prior to site prep.</li><li>- Site Prep - Treated wood platform and enclosure for generator. 30' Trench and conduit to propane tank.</li><li>- Start up &amp; testing of Generator.</li><li>- Permits and coordination of inspections (all included).</li></ul> <p>If you choose Bonney Electric for your project, please sign and return one copy of our proposal along with a deposit for \$5000. We look forward to working with you.</p> <p>Sincerely, Annette Collie Dennis Bonney</p>		1	16,000.00T
Thank you for calling Bonney Electric, Inc.		\$16,000.00	
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.		(7.0%)	\$1,120.00
		TOTAL	\$17,120.00

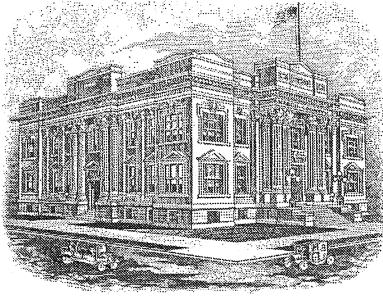
SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**Discussion Item**  
**Treasurer's Report**

- [May 2012](#)
- [June 2012](#)
- [July 2012](#)
- [August 2012](#)



# WASCO COUNTY

Finance Department

**Treasury**  
Chad Krause  
Treasurer

Suite 207  
511 Washington Street  
The Dalles, Oregon 97058-2268  
(541) 506-2772  
Fax (541) 506-2771

May 10, 2012

TO: Wasco County Board of Commissioners  
FROM: Chad Krause, Wasco County Treasurer  
RE: Monthly Financial Statement

As of May 1, 2012, Wasco County had cash on hand of **\$18,885,382.99**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 1,011,358.93

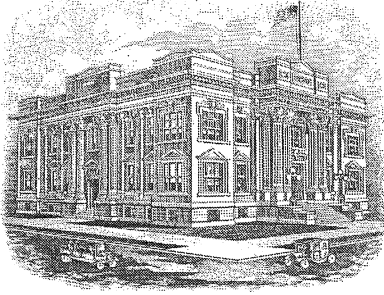
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 17,874,024.06

Funds available to earn interest do so at the annualized rate of 0.500%

Total outstanding warrant indebtedness of Wasco County: \$256,411.87



# WASCO COUNTY

Finance Department

Treasury  
Chad Krause  
Treasurer

Suite 207  
511 Washington Street  
The Dalles, Oregon 97058-2268  
(541) 506-2772  
Fax (541) 506-2771

June 8, 2012

TO: Wasco County Board of Commissioners  
FROM: Chad Krause, Wasco County Treasurer  
RE: Monthly Financial Statement

As of June 1, 2012, Wasco County had cash on hand of **\$19,023,705.64**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 2,205,947.00

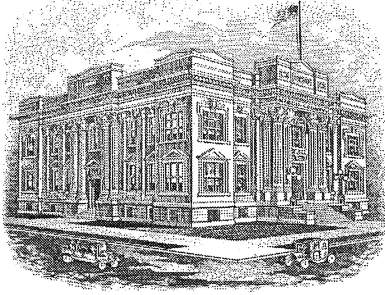
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 16,817,758.64

Funds available to earn interest do so at the annualized rate of 0.500%

Total outstanding warrant indebtedness of Wasco County: \$176,812.46



# WASCO COUNTY

Finance Department

**Treasury**  
Chad Krause  
Treasurer

Suite 207  
511 Washington Street  
The Dalles, Oregon 97058-2268  
(541) 506-2772  
Fax (541) 506-2771

July 10, 2012

TO: Wasco County Board of Commissioners  
FROM: Chad Krause, Wasco County Treasurer  
RE: Monthly Financial Statement

As of July 1, 2012, Wasco County had cash on hand of **\$17,466,982.58**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 2,867,886.58

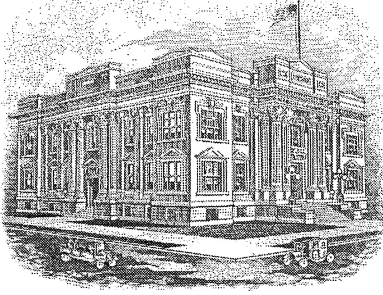
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 14,599,096.00

Funds available to earn interest do so at the annualized rate of 0.500%

Total outstanding warrant indebtedness of Wasco County: \$827,643.43



# WASCO COUNTY

Finance Department

Treasury  
Chad Krause  
Treasurer

Suite 207  
511 Washington Street  
The Dalles, Oregon 97058-2268  
(541) 506-2772  
Fax (541) 506-2771

August 10, 2012

TO: Wasco County Board of Commissioners  
FROM: Chad Krause, Wasco County Treasurer  
RE: Monthly Financial Statement

As of August 1, 2012, Wasco County had cash on hand of **\$16,315,489.98**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 801,915.40

Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 15,513,574.58

Funds available to earn interest do so at the annualized rate of 0.500%

Total outstanding warrant indebtedness of Wasco County: \$209,352.38



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 15, 2012**

**CONSENT AGENDA**

1. [Minutes](#)
  - a. [7.11.2012 Regular Session](#)
  - b. [7.18.2012 Regular Session](#)
  - c. [8.1.2012 Regular Session](#)
  - d. [8.8.2012 Special Session](#)
2. [Collections Contract #2819 – Corrected by State](#)
3. [Assessor's Document IGA](#)

## **Consent Agenda Item Minutes**

- [7.11.2012 Regular Session](#)
- [7.18.2012 Regular Session](#)
- [8.1.2012 Regular Session](#)
- [8.8.2012 Special Session](#)

## **Consent Agenda Item Collections Contract**

- [Explanatory Email](#)
- [Contract #2819 – as Corrected by State](#)



Kathy White <kathyw@co.wasco.or.us>

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## FW: Amendment #1 - Intergovernmental Agreement #4659

1 message

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**Martin Robert V** <Robert.V.Martin@cc.doc.state.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Thu, Jul 26, 2012 at 11:42 AM

Kathy-

Attached is Amendment #1 to IGA 4659 which is a treatment funding grant for measure 57 offenders. This needs to be approved by the commissioners and forwarded to Shellee Gillies at the state as per the email down below.

And...

Also attached is the Oregon Department of Revenue (Agency) Contract # 2819 with a new and updated signature page. This is the one you emailed me about recently. The previous one I found to have incorrect dates after Rod had signed it. The state (Jennifer Jolley) corrected the errors and sent me the updated page. SO we will have to have it signed again. This is the agreement that has to do with the Oregon department of revenue collecting past due fees from our clients for us, and they charge us a percentage for this service. I am routing the original to you by interoffice mail as this didn't scan very well.

Let me know when you want me to be at the commissioners meeting so I can answer their questions.

Thanks for your help.

*Robert V. Martin, Director*

*Community Corrections*

*Wasco County*



**DEPARTMENT OF REVENUE -  
COUNTY/STATE CORPORATION COLLECTION SERVICE AGREEMENT**

DOR Contract # 2819

Tracking #7K2 - Wasco County Corrections

This Collection Service Agreement ("Agreement") is entered into between the Oregon Department of Revenue (DOR) and Wasco County Corrections ("Creditor") pursuant to ORS 293.250 and 190.110.

This agreement outlines the collection services provided to Creditor by DOR and the type of debt that may be assigned by Creditor to DOR for collection. This agreement supersedes and amends and replaces in its entirety any existing collection service agreement between DOR and Agency.

**1. Effective date and duration**

This agreement is effective **December 1, 2011** and shall remain in effect until November 30, 2015, unless terminated or amended in accordance with the terms and conditions of this Agreement. Creditor understands and agrees that the fees charged for any collection services provided under any prior collection services agreement after December 1, 2011 shall be paid at the rates provided in this Agreement. DOR's obligations under this agreement are conditioned upon DOR receiving funding, appropriations, limitations, allotments, or other authority sufficient to allow DOR, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

**2. Statement of work**

- a. DOR shall utilize all means available to collect the assigned debt, unless prohibited by law. Creditor represents and warrants to DOR that all necessary due process has been provided to establish its debtors' liability for the debt and the amount owed, and that any debts assigned for collection under this Agreement are **delinquent, liquidated and statutorily eligible** for the collection services provided under this Agreement. *Reference OAM 35.30.30 PO for definitions of liquidated and delinquent.*

Creditor shall select one option:

☒ Yes, Creditor agrees that DOR may issue warrants and garnishments on assigned debt (*reference ORS 18.854 and ORS 293.250*).

☐ No, Creditor assigned debt is not eligible for DOR to issue warrants and garnishments.

Reason: \_\_\_\_\_

- b. Creditor represents that the assigned debts are \$50 or greater and the debt type(s) are as listed:

Fees owed to Wasco County Community Corrections

- c. Collection services: DOR shall provide to Creditor the following collection service(s): Full collections, including refund offset. Some or all collection tools available to DOR will be used, depending on the type of assigned debt. Refunds due a debtor from DOR, or any other state agency, will be offset against the assigned debt.
- d. Collection fee: DOR shall charge, and Creditor shall pay a collection fee, on all payments received by DOR or Creditor. The collection fee will be paid by the Creditor through net distribution of collections after adjustments. The collection fee is charged as follows:  
16% - Full collection  
12% - Full collection refund offset
- e. Collection disbursement: DOR will disburse to Creditor the amount collected less DOR's fees. Payments from DOR to Creditor will be made by Automated Clearing House (ACH) transfer, using the State Treasury ACH Network (STAN). No checks will be issued. When the amount collected is less than DOR's fees, Creditor will owe the unpaid fee amount to DOR, which must be paid within 90 days or less. *Reference OAM 35.40.30.*
- f. Collection fee rebate: DOR will annually review fees paid and rebate any surplus to Creditor.
- g. Refunding policy: Overpayments should be refunded by Agency.
- h. Data exchange: All data exchanged between Agency and DOR shall be in the following format: FTS or Form 150-602-022, *Collection Account Assignment*.



*Debts submitted with a SSN must have received informed consent from the individual when the SSN was obtained. As per 5 U.S.C. § 552a Sec. 7(b): "Any Federal, State or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it." Reference OAM 35.40.30.PR*

i. Returning debt:

- 1) After Creditor assigns the debt to DOR, Creditor shall pay DOR the full collection fee if the debt is requested to be returned due to any of the following:
  - (a) A payment in full has been made to Creditor or to DOR.
  - (b) A settlement offer is negotiated by Creditor.
- 2) If Creditor intervenes without consent, DOR may discontinue its efforts, assess the collection fee, and return the assigned debt.
- 3) Creditor may recall the debt by submitting notice via file update, phone contact, or email, stating the reason for the cancellation. Collection fees may still apply (see (a) and (b) above).
- 4) Creditor may recall the debt as non-collectable only according to Creditor's internal policies and governing law and after notice to DOR.
- 5) If an active garnishment or payment plan is in place, Creditor may recall an assigned debt, however, a collection fee may be assessed.
- 6) Assigned debt may be returned to Creditor by DOR as non-collectable according to DOR policy and procedures, or according to applicable law.
- 7) Creditor must notify DOR immediately via e-mail or phone if an assigned debt becomes subject to a bankruptcy. DOR will immediately stop collection efforts and return the debt to Creditor. If the debt survives bankruptcy, Creditor may reassign the debt to DOR for collection services. Any bankruptcy claims must be filed by Creditor.

- j. Disputed debt: Creditor agrees to notify DOR of any disputes on assigned debt and DOR will notify Creditor of any disputes. Any disputed debts shall be placed in a non-collection status, until Creditor satisfies the dispute. Creditor must review the dispute and provide determination to DOR within 30 days of notification. If DOR is not notified, the debt may be returned to Creditor. *Reference OAM 35.30.30 for definitions of liquidated and delinquent.* Creditor agrees that, to the extent allowed by law, DOR shall not be liable for and Creditor will indemnify and hold DOR harmless from any liability or expenses incurred as the result of claims or legal proceedings resulting from an assigned debt that is disputed or is otherwise not of the type described in Section 2.a.

- k. Reports: All reports will be distributed via DOR FTS (File Transfer Server). Exceptions may be made by special arrangement.

3. **Amendments to agreement**

Terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

4. **Termination of agreement**

This agreement may be terminated with a minimum of 30 days written notice by either party to the other. Prior to termination, Creditor may be charged for the collection fee on the full balance of each debt.

5. **Access to records**

Except with respect to confidentiality restrictions imposed by Oregon and federal law, DOR, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to Creditor's books, documents, papers, and records, which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcript.

6. **References**

- OAM Chapter 35: [egov.oregon.gov/DAS/SCD/SARS/oam\\_toc.shtml](http://egov.oregon.gov/DAS/SCD/SARS/oam_toc.shtml).
- Oregon Revised Statutes (ORS): 1.197, 18.854, 190.110, 293.231, 293.233, and 293.250.
- DOR policies and procedures.



Oregon Department of Revenue

Stephanie Lehman

Procurement & Contracts Manager

955 Center St NE

Salem OR 97301-2555

Telephone: 503-945-8575

Fax number: 503-945-8382

E-mail: [stephanie.lehman@dor.state.or.us](mailto:stephanie.lehman@dor.state.or.us)

X  
Signature

Date signed:

Agency: Wasco County Corrections

Print name: Robert MARTIN

Title: DIRECTOR

Address: 421 E. 7<sup>th</sup> St., Annex B  
The Dalles, OR. 97058

Telephone: 541-506-2570

Fax number: 541-506-2571

E-mail: [robert.v.martin@cc.doc.state.or.us](mailto:robert.v.martin@cc.doc.state.or.us)

X  
Signature Robert V. Martin

Date signed: 4-3-12

Contact: Jessica Jauken

Title: Office Specialist II

Address: 421 E. 7<sup>th</sup> Street, Annex B  
~~502 Washington St. Ste. 207~~

The Dalles, OR 97058

Telephone: 541.506.2570 ~~2570~~ 2572

Fax number: 541.296.1739  
506-2571

E-mail: [jessica.jauken@cc.doc.state.or.us](mailto:jessica.jauken@cc.doc.state.or.us)

Print name:

Title:

Telephone:

Fax number:

E-mail:

X  
Signature

Date signed:

  
4-3-2012

Print name:

Title:

Telephone:


Fax number:

E-mail:

X  
Signature

Date signed:

APPROVED AS TO FORM

  
Eric Nisley, County Counsel





<b>TO:</b>	Jennifer Jolley Oregon Department of Revenue 955 Center St. NE Salem, OR 97301-2555 Voice: (503) 945-8403 Fax: (503) 945-8382
<b>FROM:</b>	Jessica Jauken
Phone:	541-506-2572
Fax:	541-506-2571
Date:	7/10/12
Pages including this cover page:	
<b>SUBJECT:</b>	<b>Contract # 2819</b>

I (signature) \_\_\_\_\_, (title) \_\_\_\_\_,  
received a copy of the Oregon Department of Revenue (Agency) Contract # 2819  
between Wasco County Corrections and Agency via e-mail from Jennifer Jolley on  
July 26, 2012. I certify by signature that I signed the Contract on \_\_\_\_\_,  
2012 without change from the electronically transmitted document. A copy of the  
signature page from this Contract containing my signature and dated  
\_\_\_\_\_, 2012, is included with this facsimile/ email transmission.

**Consent Agenda Item**  
**Assessor's Document IGA**

- [Memo](#)
- [Intergovernmental Agreement for Document Publishing, Processing and Delivery](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** ASSESSOR'S IGA  
**DATE:** 8/10/2012

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EXPLANATION OF DOCUMENT IGA

This is an annual standard contract. Tim Lynn will not be available. Commissioner Holliday will be able to provide some background as she has seen the contract many times in previous years.



# Oregon

John A. Kitzhaber, MD, Governor

Department of Administrative Services  
State Services Division  
Publishing & Distribution  
550 Airport Road SE  
Salem, Oregon 97301-6084  
(503) 373-1700  
FAX (503) 373-7789

State of Oregon  
Department of Administrative Services (DAS)  
Publishing and Distribution (P&D)

INTERGOVERNMENTAL AGREEMENT  
FOR DOCUMENT PUBLISHING, PROCESSING AND DELIVERY

USE OF STATE PRINTING AND MAILING SERVICES

Agreement Number 209 -12

This agreement, hereinafter referred to as "Agreement," is made and entered into this 13<sup>th</sup> day of July, 2012, by and between the State of Oregon, Department of Administrative Services (DAS), Publishing and Distribution (P&D), 550 Airport Road SE, Salem OR 97301-6084, hereinafter referred to as "State, DAS, or P&D" and Wasco County, 511 Washington St RM 208, The Dalles OR 97058, hereinafter referred to as "Political Subdivision."

**1. PURPOSE**

The purpose of this agreement is to reduce document publishing and mailing expenses for public agencies in Oregon by providing access to cost effective and efficient print-to-post technologies and services.

**2. STATUTORY AUTHORITY**

In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the State is authorized to cooperate with and furnish services to a city, county, district, or other municipal corporation, commission, authority, entity or political subdivision organized and existing under statute or city or county charter in Oregon. By execution of this Agreement, Political Subdivision represents that it meets the criteria for cooperation or receipt of services from the State.

In accordance with and pursuant to the provisions of ORS Chapter 283.140, the Department of Administrative Services has authority to operate central mail services for state agencies where it is economical to do so. The agency is also directed to report opportunities for saving (money) through state agency mailroom centralization, consolidation, and automation and through mail route coordination.

In accordance with and pursuant to the provisions of ORS Chapter 282.020 and 282.050(2), "The Director of the Oregon Department of Administrative Services or the Director's Designee shall control and manage the state printing section and all state printing. (b) Control all state printing purchases, including those outside of the Oregon Department of Administrative Services; and any printing conducted outside of the department on behalf of state government may be conducted only through authority of the Director or the Director's Designee." "The Oregon Department of Administrative Services shall control and regulate the performance and production of all multiple duplication work required by state agencies and the purchase and use of multiple duplicating equipment, including but not limited to xerographic or other copying devices. The department shall itself perform, through the state printing plant, such duplication services for the state agencies as may practicably and economically be performed centrally, and for those purposes require that duplicating equipment possessed by any agency be transferred to the state printing section."

**3. SERVICES TO BE PROVIDED**

a) Upon Political Subdivision's written order, State will provide to Political Subdivision for the term of this Agreement, and in return for payment, document publishing, processing and mailing services which include but are not limited to: printing, duplicating, binding, folding, tabbing, inserting, metering, addressing, bulking, sorting and mailing.

b) Orders cannot be canceled by Political Subdivision except on terms that will compensate State against loss incurred in reliance on the order.



c) Title for finished work shall pass to Political Subdivision upon delivery to common carrier at shipping point or upon delivery to Political Subdivision, whichever occurs first. State's responsibility for the shipment ceases with delivery to the carrier and claims for loss or damage must be presented to the carrier.

d) (For printing orders) Upon Political Subdivision's request, proof will be furnished by State to Political Subdivision and promptly read, corrected (if necessary) and returned by Political Subdivision to State. State warrants that finished work will conform to corrected proof. State is not responsible for any errors evident in the proof if Political Subdivision does not review or correct the proof.

#### **4. TERM**

This Agreement is effective, and considered fully executed, upon signature by both parties. The initial term of this Agreement is one year from effective date of this Agreement. The term of this Agreement may be extended if it is mutually agreeable to do so. Such extension shall be in writing.

#### **5. CONSIDERATION**

Political Subdivision shall pay State in accordance with the rates and charges set forth in Exhibit B Rate Schedule.

#### **6. INVOICING**

Upon submission of job, Political Subdivision will provide DAS with an account number assigned to it by the State Financial Management System (SFMS). In the month following job completion, DAS will mail Political Subdivision an invoice for services and postage. The invoice will be mailed to the address associated with the account number assigned to political subdivisions in the SFMS.

#### **7. PAYMENT PROVISIONS**

Payment is due no later than 30 days after you receive the invoice.

#### **8. CANCELLATION**

Either party may terminate this agreement without liability or penalty, upon thirty (30) days written notice to the other party. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

#### **9. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION**

a) It is understood that using the services authorized by this agreement is elective on the part of the Political Subdivision.

b) The Political Subdivision is responsible for providing the State with the necessary information and/or files necessary to publish and mail in a cost effective and timely manner.

#### **10. LIABILITIES**

##### **State Liability**

a) State agrees to perform the work in a good and workmanlike manner consistent with the customs and practices of the industry. State expressly excludes all other guarantees, warranties or representations. State will not be liable for any indirect or consequential damages, with State's sole liability being limited to the repair and reasonable costs of correcting any errors that are attributable to State.

b) State shall not be responsible for delays beyond the control of State such as labor stoppage, equipment breakdown, strikes, delays of suppliers, contractors or carriers, fire, or acts of God.

#### **11. LIMITATION OF LIABILITY**

The Political Subdivision agrees that the State shall not be subject to any claim, action, or liability arising in any manner whatsoever out of any act or omission, interruption, or cessation of service under this Agreement. The State shall not be liable or responsible for any direct, indirect, special, or consequential damages sustained by the Political Subdivision, including, but not limited to, delay, interruption of business of service.

#### **12. INDEMNITY**

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 County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

#### Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation..

#### 13. DISCLAIMER

THE FOREGOING UNDERTAKING IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. STATE MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PRINT SERVICES ARE USABLE FOR A PARTICULAR PURPOSE, WHETHER OR NOT STATE HAS BEEN INFORMED OF THE NATURE OF ANY SUCH PURPOSE OR HAS OFFERED AN OPINION AS TO THE USE OF THE STATE PRINT SERVICES FOR SUCH A PURPOSE.

#### ***Signatures of Approval***

When the parties sign this IGA, it will become approved and operational.

#### Department of Administrative Services

By: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Relations Manager

Publishing & Distribution

By: \_\_\_\_\_ Date: \_\_\_\_\_

Contracts Manager

DAS Operations

#### Political Subdivision

By: TR Lynn Date: 8-10-12

Title: Wasco Co. Assessor/Tax Collector

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Chair of Commission

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Political Subdivision shall:**

- a) Make all arrangements necessary to procure and deliver preprinted Property Tax Statement stock to DAS Publishing & Distribution at 550 Airport Road SE, Salem, Oregon. It is understood that no printing can commence until said stock is delivered.
- b) Order and arrange for all envelopes needed for mailing be delivered to DAS, no earlier than August 20, 2012, and not later than September 10, 2012.
- c) Provide files for inserts to DAS as mutually agreed upon between Political Subdivision and DAS project coordinator.
- d) Provide DAS project coordinator the projected date when live files are expected to be delivered to DAS no later than August 15, 2012.
- e) Use secure file transfer protocol (SFTP) to timely transfer files to DAS for printing and mailing.
- f) Ensure documents contain sequential numbers to aid in audit control.
- g) Bear the costs for overtime accrued as a result of the Political Subdivision's failure to meet agreed upon submission time.
- h) Bear the responsibility for any errors or omissions made according to the responsibilities set forth above, and shall in no way hold DAS financially responsible for the correction of these errors or omissions.
- i) Bear the costs for pre-paying postage required by the United States Postal Service for mailings. Check must be received seven (7) working days prior to mailing. Please make checks payable to Pitney Bowes Reserve Account. Detailed instructions provided by P&D Customer Relations Management representative (CRM).
- j) Provide completed data sheet five (5) calendar days prior to live printing. See example Attachment 1
- k) Testing shall be completed by September 24, 2012. NOTE: If lock box testing is required, testing must commence by August 15, 2012.

**2. DAS shall provide the following services:**

**a) Printing**

- i) DAS shall print property tax statements using the data files and property tax statement stock provided by Political Subdivision.
- ii) DAS shall store and secure tax statement stock during the printing process.
- iii) DAS shall print other materials as requested by Political Subdivision in accordance with established state printing standards and prices.

**b) Processing:**

- i) DAS shall fold and insert tax statements, and corresponding inserts, so that the address is clearly visible inside the envelope window.
- ii) To obtain the lowest possible discounted postage rate and in accordance with the USPS rules for automated first class bar-coded mailings, DAS will pre-sort up to two ounce mail pieces processed under this agreement.

**iii) Additional Processing as indicated by checked boxes.**

**Political Subdivision to check all boxes that apply and complete requested information.**

☐ Yes ☒ No Lock box testing required. Send lock box test to: \_\_\_\_\_.

☐ Yes ☒ No DAS will hold approximately \_\_\_\_\_ pre-specified statements for pickup by Political

Subdivision.

☒ Yes ☐ No DAS will use automated inserting equipment to insert approximately 12,800 single-page tax statements into windowed envelopes.

☐ Yes ☒ No DAS will use automated "smart" inserting equipment to insert multiple tax statements into #10 business envelope with expansion scored flap.

☒ Yes ☐ No DAS will hand-insert approximately 4,350 multiple tax statements into appropriate sized mailing containers.

**Political Subdivision to choose only one:**

☐ DAS will run all one and two ounce mail pieces through address update software to obtain discounted postage rates.

☒ DAS will not run presort mail through address correction software and will not print "Return Service Requested" on presort mail because Political Subdivision has envelopes pre-printed with the appropriate address update endorsement.

☐ DAS does not mail.

**b) Mailing**

- i) Non-letter size mail pieces will be metered and mailed as single piece.
- ii) DAS will store and secure all finished tax statements until the mutually agreed upon mailing date.
- iii) DAS shall ensure the mailing is delivered to United States Postal Service.
- iv) All mailing must be completed on or before October 25, 2012.
- v) Any errors or omissions which are made according to the responsibilities set forth above shall become the responsibility of DAS and DAS shall in no way hold the Political Subdivision financially responsible for the correction of these errors or omissions.

**3. Deliverables:**

- i) DAS shall ensure that the Political Subdivisions' requirements are met as set forth in the Statement of Work with a completion date of no later than October 25, 2012.
- ii) DAS shall provide the Political Subdivision with invoices that reflect services and material charges for the tax bill printing and mailing project at rates set forth below.

Area	Description	Rate	Unit	Notes
Print	Printing on Provided Stock	\$ 0.026	Impression	
Print	Variable data piece tracking	\$ 0.005	Record	
Mail	Insert and Meter	\$ 0.063	Mail Piece	Up to 5 inserts
Mail	OCR Barcode and Pre-Sort	\$ 0.033	Mail Piece	USPS Requirement to obtain the best available postage rate
Mail	Fast-forward address correction	\$ 0.096	Per corrected address	USPS Requirement to obtain the best available postage rate. Average 10% of total mail pieces
Mail	1-2 oz. First Class discount postage	\$ 0.350	Mail Piece	** Current US Postal Service rate (subject to change)
	Total per standard tax statement to mail	\$ 0.477		
	<b>Other Services</b>			
Pre Production	Template Design	\$ 87.000	Hour	Only charged for non print ready files
Pre Production	Programming	\$ 98.000	Hour	Only charged for non print ready files
Mail	Metering for letters	\$ 0.086	Mail Piece	For Non Automated inserted letters
Mail	Metering for Flats	\$ 0.134	Mail Piece	For Non Automated inserted flats
Other	Hand Work	\$ 52.000	Hour	Hand Folding and inserting (as and if needed)
Other	Overtime	\$ 60.000	Hour	If print ready files are not received by the mutually agreed upon day and time, Publishing & Distribution <i>may</i> need to recover overtime necessary to complete the job on due date.



## Tax Insert Price Metric

### *Insert Group 1*

#### **1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper**

1-24,999 copies	\$.0360 per insert*
25,000-49999 copies	\$.0335 per insert*
50,000-99,999 copies	\$.0318 per insert*
100,000 + copies	\$.0314 per insert*

#### **1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper**

1-24,999 copies	\$.0267 per insert*
25,000-49999 copies	\$.0242 per insert*
50,000-99,999 copies	\$.0227 per insert*
100,000 + copies	\$.0224 per insert*

#### **1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper**

1-24,999 copies	\$.0427 per insert*
25,000-49999 copies	\$.0379 per insert*
50,000-99,999 copies	\$.0347 per insert*
100,000 + copies	\$.0341 per insert*

#### **1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper**

1-24,999 copies	\$.0334 per insert*
25,000-49999 copies	\$.0286 per insert*
50,000-99,999 copies	\$.0256 per insert*
100,000 + copies	\$.0247 per insert*

## ***Insert Group 2***

### **2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper**

1-24,999 copies	\$.0390 per insert*
25,000-49999 copies	\$.0355 per insert*
50,000-99,999 copies	\$.0333 per insert*
100,000 + copies	\$.0313 per insert*

### **2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper**

1-24,999 copies	\$.0297 per insert*
25,000-49999 copies	\$.0263 per insert*
50,000-99,999 copies	\$.0242 per insert*
100,000 + copies	\$.0238 per insert*

### **2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper**

1-24,999 copies	\$.0470 per insert*
25,000-49999 copies	\$.0419 per insert*
50,000-99,999 copies	\$.0386 per insert*
100,000 + copies	\$.0379 per insert*

### **2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper**

1-24,999 copies	\$.0377 per insert*
25,000-49999 copies	\$.0327 per insert*
50,000-99,999 copies	\$.0295 per insert*

100,000 + copies

\$.0289 per insert\*

**Insert Group 3**

**1 sided – 1/3 sht Black ink on colored paper**

1-24,999 copies

\$.0145 per insert\*\*

25,000-49999 copies

\$.0115 per insert\*\*

50,000-99,999 copies

\$.0099 per insert\*\*

100,000 + copies

\$.0097 per insert\*\*

**1 sided – 1/3 sht Black ink on white paper**

1-24,999 copies

\$.0108 per insert\*\*

25,000-49999 copies

\$.0081 per insert\*\*

50,000-99,999 copies

\$.0067 per insert\*\*

100,000 + copies

\$.0064 per insert\*\*

**1 sided – 1/3 sht Black ink +1 pms on colored paper**

1-24,999 copies

\$.0206 per insert\*\*

25,000-49999 copies

\$.0147 per insert\*\*

50,000-99,999 copies

\$.0117 per insert\*\*

100,000 + copies

\$.0112 per insert\*\*

**1 sided – 1/3 sht Black + 1 pms ink on white paper**

1-24,999 copies

\$.0168 per insert\*\*

25,000-49999 copies

\$.0113 per insert\*\*

50,000-99,999 copies	\$.0084 per insert**
100,000 + copies	\$.0079 per insert**

***Insert Group 4***

**2 sided – 1/3 sht Black ink on colored paper**

1-24,999 copies	\$.0169 per insert**
25,000-49999 copies	\$.0128 per insert**
50,000-99,999 copies	\$.0107 per insert**
100,000 + copies	\$.0105 per insert**

**2 sided – 1/3 sht Black ink on white paper**

1-24,999 copies	\$.0131 per insert**
25,000-49999 copies	\$.0094 per insert**
50,000-99,999 copies	\$.0075 per insert**
100,000 + copies	\$.0072 per insert**

**2 sided – 1/3 sht Black ink +1 pms on colored paper**

1-24,999 copies	\$.0214 per insert**
25,000-49999 copies	\$.0164 per insert**
50,000-99,999 copies	\$.0133 per insert**
100,000 + copies	\$.0127 per insert**

**2 sided – 1/3 sht Black + 1 pms ink on white paper**

1-24,999 copies	\$.0173 per insert**
-----------------	----------------------

25,000-49999 copies	\$.0128 per insert**
50,000-99,999 copies	\$.0099 per insert**
100,000 + copies	\$.0094 per insert**

### ***Specifications***

\*Stocks quoted in this estimate are on a #20 basis.

\*\*Stocks quoted in this estimate are on a #70 basis (the minimum weight requirement for Publishing & Distribution's inserters)

Insert printing indicated on the above pricing metric will occur at Oregon Corrections Enterprise using Soy Ink, Recycled stocks and chemical free printing plate process.

P&D reserves the right to review annually stock expenses necessary to maintain the service provided in this agreement for the insert items only. Current stock documentation will be provided within 30 days of award to use as a base to determine if stock escalation increase can be considered.



## Property Tax Statements - Detail Sheet Tax Year (YYYY)

Date	mm/dd/yyyy
County Name	Columbia
Address	230 Strand ST St Helens OR 97051
Contact	Mary Ann Guess
Phone	503-397-0060
Agency #	1000055
Fast Forward OK	Yes or No
Main Mailing Envelope	#10 White w/ left window
Number of Print Files	8

Order Number	XXXXXXX
Test Order Number	XXXXXXX
Total Number of Inserts	
Insert # 1	#9 Green Return Envelope
Insert # 2	
Insert # 3	
Print File Transmit Date	mm/dd/yyyy
Mail Date	mm/dd/yyyy
Okay to Mail Sooner	Yes or No
Pick up Date	mm/dd/yyyy

*Form Color -							Seq Begin	Seq End	Cntrl Begin	Cntrl End
Batch (file) Name	File Number	Record Qty	Size	Mail/Deliver	Mail, Ship, Package or Delivery Instructions	Control #	Multiple Batch #			
7000571 Columbia TS Fish and Wildlife 23.pdf	774	23	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000023			
7000571 Columbia TS Foreclosure 74.pdf	773	74	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000074			
7000571 Columbia TS Green 5001 5000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	000001	005000			
7000571 Columbia TS Green 5001 10000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	005001	015000			
7000571 Columbia TS Green 10001 15000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	010001	015000			
7000571 Columbia TS Green 15001 16155.pdf	780	1,155	Green - 11"	Mail	Insert #9 green envelope	015001	016155			
7000571 Columbia TS Yellow 1 5000.pdf	779	5,000	Yellow - 11"	Mail		000001	005000			
7000571 Columbia TS Yellow 5001 7724.pdf	779	2,724	Yellow - 11"	Mail		005001	007724			
Total Print Qty		23,976								
Return to County		xxxx								
Mail		xxxx								
Green Form		xxxx								
Yellow Form		xxxx								

\* Form Color Options: Green, Yellow, Green/Black or Yellow/Black  
 \* Form Size Options: 11" or 14"

Files sent in this manner (combined and grouped in like production needs)  
 allow counties the maximum cost benefits.

Attachment 1  
 Sample Detail Sheet

**Agenda Item**  
**VSO Advisory Committee Recommendations**

- [Wage Comparisons](#)
- [Expenditure Status Report](#)

**non represented:****2012/13**

<u>step 1</u>	<u>fte</u>	<u>rate</u>		
wages	975	13.78	13,436	
req benefits		20.15%	2,707	
total			16,143	.50 aide w/o full bene

	<u>fte</u>	<u>rate</u>		
wages	1950	13.78	26,871	
req benefits		20.15%	5,415	
elig benefits			16,668	
total			48,954	1.0 aide w/ full bene

32811 to 20 FT

	<u>fte</u>	<u>rate</u>		
wages	1950	21.39	41,711	
req benefits		20.15%	8,405	
elig benefits			16,668	
total			66,783	1.0 VSO w/ full bene

**Note:**

the above wage for aide is higher than all the aide positions we currently have  
the cost is for this fiscal year only, will rise each year

**Assumptions:**

that any full time positions would be non represented  
that the full time aide would be the same higher than other aide positions  
12.49 is step 1 of the higher aide wage on our matrix

expstat.rpt  
08/02/2012 10:11AM  
Periods: 0 through 14

## Expenditure Status Report

Page: 1

Wasco County  
7/1/2012 through 6/30/2013

101 GENERAL FUND

18 ADMINISTRATION

5153 VETERANS

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
51000 PERSONAL SERVICES						
51024 OFFICE SPECIALIST II	13,436.00	0.00	0.00	0.00	13,436.00	0.00
51570 VETERANS SERVICE OFFICER	42,229.00	1,737.82	1,737.82	0.00	40,491.18	4.12
51701 FICA	4,231.00	132.95	132.95	0.00	4,098.05	3.14
51705 WORKERS' COMPENSATION	125.00	3.90	3.90	0.00	121.10	3.12
51721 PERS	5,733.00	0.00	0.00	0.00	5,733.00	0.00
51729 HEALTH INSURANCE	7,556.00	0.00	0.00	0.00	7,556.00	0.00
51730 DENTAL INSURANCE	663.00	0.00	0.00	0.00	663.00	0.00
51732 LONG TERM DISABILITY	203.00	0.00	0.00	0.00	203.00	0.00
51733 LIFE INSURANCE	27.00	0.00	0.00	0.00	27.00	0.00
Total PERSONAL SERVICES	74,203.00	1,874.67	1,874.67	0.00	72,328.33	2.53
52000 MATERIALS & SERVICES						
52111 DUES & SUBSCRIPTIONS	250.00	0.00	0.00	0.00	250.00	0.00
52122 TELEPHONE	550.00	41.80	41.80	0.00	508.20	7.60
52126 RENT - VETERANS SERVICES	1.00	0.00	0.00	0.00	1.00	0.00
52348 SPECIAL PROJECTS	25,000.00	0.00	0.00	0.00	25,000.00	0.00
52415 CONTR SRVCS - JANITORIAL	2,700.00	0.00	0.00	0.00	2,700.00	0.00
52601 EQUIPMENT - NON CAPITAL	500.00	0.00	0.00	0.00	500.00	0.00
52701 TRAINING & EDUCATION	1,500.00	0.00	0.00	0.00	1,500.00	0.00
52711 MEALS LODGING & REGISTRATION	4,000.00	0.00	0.00	0.00	4,000.00	0.00
52731 TRAVEL & MILEAGE	750.00	0.00	0.00	0.00	750.00	0.00
52801 BLDG REPAIR & MAINT	400.00	0.00	0.00	0.00	400.00	0.00
52870 UTILITIES	5,320.00	0.00	0.00	0.00	5,320.00	0.00
52910 SUPPLIES - OFFICE	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Total MATERIALS & SERVICES	42,471.00	41.80	41.80	0.00	42,429.20	0.10
Total GENERAL FUND	116,674.00	1,916.47	1,916.47	0.00	114,757.53	1.64

Page: 1

expstat.rpt  
08/02/2012 10:11AM  
Periods: 0 through 14

## Expenditure Status Report

Page: 2

Wasco County  
7/1/2012 through 6/30/2013

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**Grand Total**

116,674.00

1,916.47

1,916.47

0.00

114,757.53

1.64



**Agenda Item**  
**Prescription Drug Cards**

- [Memo](#)
- [NACo Flyer](#)
- [Outreach Strategies](#)
- [Media Strategies](#)
- [Reimbursement Fee](#)
- [PDCP Contract](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** PRESCRIPTION DRUG CARDS  
**DATE:** 8/10/2012

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EXPLANATION OF NACO PRESCRIPTION DRUG CARD PROGRAM

Public Health is interested in housing this program for the county. Tyler Stone will be available to answer your questions at the session.

# NACo Prescription Discount Card Program

A Winning Program  
for Residents and Counties





**65,000  
participating  
pharmacies  
nationwide**

The high cost of prescription drugs is one of the challenges many of your residents face. For residents without insurance and those whose insurance is limited, the NACo Prescription Discount Card Program offers a great way to deal with those high costs. Savings can be up to 75% and the average savings rate is 24%. More than 65,000 pharmacies honor the NACo card, including all major chains. The participating pharmacies also include the majority of community-based, independent pharmacies. The program is free, easy-to-use and everyone is eligible.

Like your residents, your county may be facing challenges too. You don't have enough revenue to provide the services that residents need and want. The NACo Prescription Program can also help you. In December 2011, the NACo Board of Directors approved a proposal to allow member counties participating in the program to receive a marketing reimbursement fee for prescriptions filled using the card.

The NACo Prescription Discount Card is a winning program. It's a winner for residents and for counties, too.

### **This is the right program for your county!**

The program's proven results provide you with the confidence that it is the right one for your residents. County residents nationwide have saved more than \$470 million dollars on 37 million prescriptions since the program began in 2005.

This program is unparalleled in the industry, offering great discounts, award-winning customer service and industry experts that work with more than 1,400 of the nation's counties. CVS Caremark, the largest pharmacy health care provider in the United States and the number one provider of prescriptions, administers the program.

### **How the program will help your county**

Counties that choose the marketing reimbursement fee option will receive \$1 per prescription when the card is used to receive a discount. The funds you receive through this option can be used for needed programs and is completely at the discretion of the county.

Counties that choose not to receive the marketing reimbursement fee can continue with the existing program. Residents in counties that choose not to receive the marketing reimbursement fee would receive a slightly greater discount when purchasing a prescription – approximately 2% - 2.5%.

## Maximizing the success of your program

Awareness and accessibility are the key components to ensure the success of your county's program. You need to make sure your residents can easily access prescription discount cards and take advantage of the discounts. Promoting and marketing the program through a variety of means will help grow awareness and your program.

In regards to program implementation, our philosophy focuses on choice. If you want to manage the program yourself, we provide materials and best practice examples for effectively marketing the program. Or, we are available to create the awareness and manage the public relations outreach for your county. Your choice!

No matter which approach you prefer, we can send cards and display materials to multiple county locations and the pharmacies in your county. Residents can also print a card directly from a website, and free bill inserts can be provided to use for county mailings such as property tax bills.

## What makes this program the best?

The NACo Prescription Discount Card program offers real value, easy access, a large national pharmacy network and excellent customer support. Here are some key points of the program:

### It's FREE to NACo member counties

- No cost to the county, no cost to taxpayers. The discounts are negotiated directly with participating pharmacies.

### Valuable discounts for all family members and no limits on use

- Savings can be up to 75% and the average savings rate is 24%. Some pet prescriptions are covered when they have to be filled at a pharmacy.

### Generates goodwill

- Your constituents will appreciate the savings they receive.

### Easy access

- More than 65,000 pharmacies including all the major chains participate in the program.

### It's simple

- Program start-up is easy and county promotion and administration is simple.



**The NACo  
prescription  
discount card  
can be used  
any time a  
prescription is  
not covered  
by insurance!**



## Get started here

To view the program information or initiate the marketing reimbursement fee option, visit **[www.naco.org/drugcard](http://www.naco.org/drugcard)** and follow these steps:

- 1) Select 'Solutions Center'
- 2) Select 'Help Your Residents', locate the NACo Prescription Discount Card Program on the left-hand side of the page and select the active link
- 3) Once on the program page, click 'Program Implementation Contract and Checklist' under 'Program Information'
- 4) Log in to the members only section of the site



**Use your phone to go directly to the program page.**

**Or you can call NACo Membership at 1-888-407-NACo (6226).**



Operated by CVS Caremark.

**This is NOT insurance. Discounts are only available at participating pharmacies.**

# NACo Prescription Discount Card



## COMMUNITY OUTREACH STRATEGIES



## Table of Contents

Program Overview & Strategies.....	2,3
Best Practices.....	4
Promotional Materials....	5
Sample Promotional Materials.....	6,7
Frequently Asked Questions.....	8,9,10
Resident Program Announcement.....	11
Additional Communication Tools.....	12
Key Contacts.....	12

**Program template materials are available at [www.naco.org/drugcard](http://www.naco.org/drugcard). Select “Counties” to access materials.**

## Program Overview & Strategies

The NACo Prescription Discount Card Program is just one of the advantages of NACo membership. The program meets county objectives to provide additional services to assist county residents who are struggling financially without impacting county budgets.

This free program provides a number of benefits to participants, including:

- Average savings of 24 percent
- More than 60,000 participating pharmacies
- Savings on specialty medications
- No enrollment fees
- No age requirements
- No income requirements
- Family coverage with just one card
- Pet coverage
- Unlimited use
- Access to [www.caremark.com/naco](http://www.caremark.com/naco) to access the program tools, such as pharmacy locator, and use the “Print an ID” card function.

### Strategies

The key to encouraging residents to participate is making them aware of the program and its benefits. Throughout these pages, we are providing you with useful tools that will help do this.

The promotional strategies and tactics provided are suggestions to consider when developing a plan to introduce the program to the county residents.

- **Media/Public Relations:** Securing media coverage for the program is an effective way to communicate the benefits of the program. In the program media strategies provided to counties, are a number of media and public relations tools, such as press material templates, and scripts for radio public service announcements.
- **Community Services & County Events:** Promote and distribute NACo prescription discount cards through existing community outreach services. Local events, such as town hall meetings, county fairs or health fairs, are good opportunities to promote the program and distribute NACo prescription discount cards to your residents who are uninsured, underinsured or take prescriptions that are not covered by their insurance. A PowerPoint presentation is also available for use at these events.

- **County Website:** Promoting the NACo Prescription Discount Card Program on the county website is another effective way to communicate with residents. The website provides easy access for residents to print a NACo prescription discount card and use the Internet tools that support the program.

A web banner ad and draft web content can be provided with a link from the county website to the program website ([www.caremark.com/naco](http://www.caremark.com/naco)). Here, residents can print an ID card and access program tools. Please submit any web content to NACo and CVS Caremark for approval prior to use.

- **Website Banner Ads:** Consider working with community service and other local organizations to place banner advertisements on their websites. These may link to the county's web page for the program or to the main program participant website ([www.caremark.com/naco](http://www.caremark.com/naco).)
- **Radio/TV:** Counties are encouraged to use local television and radio advertising to communicate to residents. Often, advertising for this program qualifies as a public service announcement, which drastically reduces or eliminates any advertising costs. Radio public service announcement scripts are included in the media strategies available to counties.

**Program template materials are available at [www.naco.org/drugcard](http://www.naco.org/drugcard). Select "Counties" to access materials.**

**Nine out of ten  
pharmacies  
nationwide  
participate in  
the program**



## Best Practices

Resident awareness is the key to ensure the success of the NACo Prescription Discount Card Program. Many counties around the country have successfully launched this program, so we are providing you with some of their best practices focused on notifying residents about the program.

### Mailings

Communicating directly with county residents can be done by including an ID card and/or program information in county mailings that are already scheduled.

These could include:

- Water bills
- Tax statements
- Newsletters
- Any other related mailings

### Distribution

Counties can also make program information and cards directly available to key populations by distributing at suggested organizations/locations:

- Big Brothers/Big Sisters
- Boys & Girls Clubs
- Charity organizations
- Clinics/hospitals
- Colleges
- Convenience stores
- County agency buildings (tax collector, assessor, permits, etc.)
- County facilities
- Courthouses
- Daycare centers
- Department of Motor Vehicles
- Employee fairs
- Grocery stores
- Health associations
- Jails and detention centers
- Major athletic events
- Pharmacies
- Physician offices
- Religious/ethnic centers
- Senior centers
- Social service agencies
- Social service centers
- YMCA



## Promotional Materials

To make promoting the NACo Prescription Discount Card Program easier, a number of pre-approved promotional materials are available.

**If additional material is developed or revisions are made to pre-approved material, the material must be sent to NACo and CVS Caremark for approval prior to use.**

Materials include:

- **Promotional Poster:** The 11x17 posters are customized with the county name and seal to be posted around the community to raise awareness of the program. Available in English and Spanish. See page 6.
- **Display Stands:** These stands hold the ID cards/brochure at county distribution locations. Available in English and Spanish. See page 6.
- **ID Cards:** The cards, which are customized for your county, are delivered to your county. Available in English and Spanish. See page 7.
- **Bill Insert ID Card:** This ID card insert can be included in resident direct mail communications, such as a property tax bill. The customized inserts are designed to be lightweight to have minimal, if any, effect on postage. See page 7.
- **Frequently Asked Questions (FAQs):** FAQs are provided to answer a variety of program questions your residents may have. Topics covered include general questions, pricing and pharmacy questions, and questions on specialty pharmacy. Available in English and Spanish. See page 8.
- **Resident Program Announcement:** Pre-approved copy designed to promote the program to county residents by letter, e-mail, newsletters, etc., is also included in the marketing materials. Available in English and Spanish. See page 11.



## Sample Promotional Materials

Use the material on the following pages to help you promote and raise awareness of the NACo Prescription Discount Card Program.

### Promotional Posters

**Spend less**  
on your prescriptions

Introducing the **FREE**  
**Name County**  
Prescription  
Discount Card




**FREE** enrollment for residents

**Average savings of 24%!**

- No limits
- No age requirements
- No income requirements
- Family coverage
- Use it any time your prescription is not covered by insurance

This program is offered in a joint effort of **Name County** and the National Association of Counties (NACo).




For more information, call  
**1-877-321-2652** or visit  
[caremark.com/naco](http://caremark.com/naco)

This is NOT insurance. Discounts are only available at participating pharmacies. Operated by CVS Caremark.

**Gaste menos**  
en sus recetas

Le presentamos la tarjeta  
**GRATIS** de descuento  
de medicamentos  
recetados de  
**Name County**




**Suscripción GRATUITA** para residentes

**¡Promedio de ahorros de un 24%!**

- Sin límites
- Sin requisitos de edad
- Sin requisitos de ingreso
- Cobertura familiar
- Úsela siempre que su seguro no cubra una receta

Este programa se ofrece gracias a la colaboración de **Name County** y la Asociación Nacional de Condados (NACo).



Para obtener más información,  
llame al **1-877-321-2652** o visite  
[caremark.com/naco](http://caremark.com/naco)

Esto NO es un seguro. Los descuentos solamente se encuentran disponibles en las farmacias participantes. Operado por CVS Caremark.

### Display Stands

**SAVE** on Prescriptions  
with Your  
**FREE** Prescription  
Discount Card

For more information, call  
toll-free **1-877-321-2652**  
or visit  
[caremark.com/naco](http://caremark.com/naco)



**FREE** Enrollment for  
Residents

**It's easy**

- Instant savings!
- No limits!
- No income requirements!
- Family coverage!
- No membership fees!



This is NOT insurance. Discounts are only available at participating pharmacies. Operated by CVS Caremark.

**AHORRE** en Medicamentos  
Recetados con su Tarjeta  
**GRATIS** de descuento  
para medicamentos recetados

Para obtener más  
información, llame sin  
cargos al **1-877-321-2652**  
o visite  
[caremark.com/naco](http://caremark.com/naco)



**Inscripción GRATIS**  
para Residentes

**Es fácil**

- ¡Ahorros al instante!
- ¡Sin límites!
- ¡Sin requisitos de ingresos!
- ¡Cobertura familiar!
- ¡Sin cuotas de membresía!



Esto NO es un seguro. Los descuentos solamente se encuentran disponibles en las farmacias participantes. Operado por CVS Caremark.

## ID Cards

**FREE** PRESCRIPTION DISCOUNT CARD

**Gold County**

RXBIN: XXXX  
RXPCN: XXXX  
RXGRP: XXXX  
ISSUER: (80840)  
ID: XXXXXXXXXX01

**NACO** National Association of Counties

This is **NOT** insurance.

**Tear off this card and start saving today!**

**It's easy** Simply present your card, provided to you in a joint effort of your local county government and the National Association of Counties (NACo), at a participating retail pharmacy and save an average of 24% on your prescription medicine. Finding a pharmacy is easy; 9 out of 10 pharmacies nationwide accept your discount card. No enrollment form, no membership fee, one card, immediate use.

**No limits** You and your family may use your prescription discount card any time your prescription is not covered by insurance. There are no restrictions and no limits on how many times you may use your card.

**Savings** Visit [caremark.com/naco](http://caremark.com/naco) to look up a participating pharmacy, a price estimate for your prescription, check drug interactions, or read news articles from leading health journals. For more information, call toll-free **1-877-321-2652**.

*Información en Español en la parte atrás del folleto*

**GRATIS** TARJETA DE DESCUENTO PARA MEDICAMENTOS RECETADOS

**Gold County**

RXBIN: XXXX  
RXPCN: XXXX  
RXGRP: XXXX  
ISSUER: (80840)  
ID: XXXXXXXXXX01

**NACO** National Association of Counties

Esto **NO** es un seguro.

**Desprenda esta tarjeta y ¡comience a ahorrar hoy mismo!**

**Es fácil** Simplemente presente su tarjeta, la cual se le provee como un esfuerzo conjunto del gobierno de su condado local y de la Asociación Nacional de Condados (NACo), en una farmacia minorista participante y ahorre un promedio de 24% en sus medicamentos recetados. Encontrar una farmacia es fácil; 9 de cada 10 farmacias en la nación aceptan su tarjeta de descuento. No hay formulario de inscripción, ni cuota de membresía, una tarjeta, uso inmediato.

**Sin límites** Usted y su familia pueden usar su tarjeta de descuentos para medicamentos recetados en cualquier momento que su receta no esté cubierta por un seguro. No hay restricciones ni límites en las veces que puede usar su tarjeta.

**Ahorros** Visite [caremark.com/naco](http://caremark.com/naco) para buscar una farmacia participante, un estimado del precio de su receta, investigar las interacciones de medicamentos, o leer artículos sobre noticias de las publicaciones profesionales de salud importantes. Para obtener más información, llame sin cargos al **1-877-321-2652**.

## Bill Insert

**Spend less on your prescriptions**

**Use this card any time a prescription is not covered by insurance.**

- Save an average of 24%
- It's FREE, no enrollment fees
- Nine out of 10 pharmacies accept the card
- No limits on how many times you use the card
- You and your family can use the card - even use it for pets

**FREE** PRESCRIPTION DISCOUNT CARD

**Gold County**

RXBIN: XXXX  
RXPCN: XXXX  
RXGRP: XXXX  
ISSUER: (80840)  
ID: XXXXXXXXXX01

**NACO** National Association of Counties

This is **NOT** insurance.

The program can be used anytime a prescription is not covered by insurance.





## Frequently Asked Questions (FAQs)

### GENERAL QUESTIONS

#### **How much does the program cost?**

Your prescription discount card is provided to you free of charge by the county.

#### **Does everyone in my family need an individual card?**

No. Everyone in the family may use the same card if desired.

#### **Can I use this card to get discounts on my pet's medication(s)?**

Yes, if your pet has been prescribed a medication that is also used to treat a human condition, you may receive a discount on the medication by taking the prescription to a participating retail pharmacy.

#### **I just received my card. Can I use it right away?**

Yes, just use your card to start saving immediately. Present your prescription discount card at a participating retail pharmacy when you fill or refill your prescriptions.

#### **I've lost my card. How can I get a replacement?**

Please visit [www.caremark.com/naco](http://www.caremark.com/naco) to print a live ID card or call toll-free 1-877-321-2652.

#### **Can I use my card to get discounts on over-the-counter products and non-prescription medications?**

Not usually. However, discounts are available for many diabetic supplies.

#### **How is this prescription discount program different from traditional prescription insurance?**


This is not insurance; it is a prescription discount program. The card provides immediate discounts at the pharmacy. Upon presenting your card to the pharmacist, you will pay the lower of a discounted price or the pharmacy's regular retail price. There are no claim forms to fill out and no limit to the number of times you can use the card. These discounts are available only at participating retail pharmacies.

#### **Can I use my prescription discount card with my current insurance benefit to reduce my costs?**

Your card cannot be used in conjunction with other insurance. However, you are able to use your card to purchase prescriptions that are not covered by these plans.

#### **Can I still use my prescription discount card if I sign up for a Medicare prescription plan?**

Yes, you can use your prescription discount card anytime you need to purchase a prescription that is not covered by your Medicare prescription plan or any other insurance.



**Should I use my prescription discount card during my deductible and coverage gap periods for covered medications?**

No. Only use your prescription discount card to purchase non-covered medications.

**Can I use my prescription discount card in addition to my Medicare prescription plan and get additional discounts?**

No. You need to present either your Medicare prescription plan card or your prescription discount card. Only use your prescription discount card when purchasing medications not covered by your Medicare prescription plan.

**I'm not going to sign up for a Medicare prescription plan.**

**Can I still use my prescription discount card?**

Yes, you can continue to use your prescription discount card just as you do today.

**PHARMACY AND PRICING QUESTIONS**

**Which pharmacies accept the card?**

The prescription discount card is accepted at more than 60,000 retail pharmacies nationwide, including many of the leading chains. Ask your local pharmacy if they participate, visit [www.caremark.com/naco](http://www.caremark.com/naco) and search using the 'Locate a Pharmacy' (use the fourth link under 'Quick Links') function or call toll-free 1-877-321-2652 to find out if a specific pharmacy participates in the program.

**How much will I save?**

While savings on each prescription may vary, you can save an average of 24% off of the pharmacy's regular retail prices for prescriptions. In addition, you may save even more by choosing from our list of select medications. This list is comprised of products offering additional savings.

**Will I always receive the lowest price?**

Yes. You will receive the best price available to you through this program at the pharmacy. On occasion, pharmacies will price a particular medication lower than the discount rate provided by the card. If that occurs, you will receive the lower price.

**Can I find out the discounted price of my prescriptions before going to the pharmacy?**

Because prices can vary by location, only the actual pharmacy can tell you the exact price of the prescription. However, you can look up an estimated price for medications at [www.caremark.com/naco](http://www.caremark.com/naco), or call toll-free 1-877-321-2652.

**Why did the price of my prescription change since the last time I purchased the prescription?**

Drug prices are different from pharmacy to pharmacy. Even chains have different prices in their stores depending on the population they are servicing. Additionally, manufacturers' drug prices change periodically.





**The brochure says I can save an average of 24% on my prescription medication. Will I save 24% on all my medications?**

Because a pharmacy's retail price or usual and customary charge can differ greatly by pharmacy, your exact percentage of savings may vary depending on the prescription.

**Do I have to choose between my prescription discount card and a retail pharmacy flat rate generic pricing plan?**

No, always present your prescription discount card at a participating pharmacy so you will receive the lowest price available from the pharmacy for that prescription medicine on that day. You will receive the flat rate price when applicable and the prescription discount card discounted price when it is lower.

**Should I still present my prescription discount card at a retail pharmacy when buying generic medicine listed on a flat rate generic pricing plan?**

Yes, always present your prescription discount card when buying prescriptions not covered by a prescription drug benefit plan. For medicine on a generic pricing list, you will pay either the flat rate or the prescription discount card price, whichever is lower.

**If I show my prescription discount card, can I get an additional discount off a generic medicine listed on the flat rate pricing plan?**

No, when presenting your prescription discount card, you will receive either the pharmacy's regular price for the prescription medicine or the prescription discount card discounted price, whichever is lower. If the flat rate price for select generics is lower than the prescription discount card price, you will pay the flat rate. With the prescription discount card, you will receive the best price available for your prescription medicine on that day from that pharmacy.

**ABOUT SPECIALTY PHARMACY**

**What is specialty pharmacy and what kinds of services do they offer?**

Specialty pharmacy offers delivery of injectable and select oral specialty medication and supplies to the location of your choice. Services include delivery notification and refill reminder calls to help you stay on your treatment plan. You'll also receive expert care services including counseling, follow-up care calls, informative disease-related materials, and access to health experts 24 hours a day, seven days a week.

**What drugs are offered through specialty pharmacy?**

Medications for a variety of chronic conditions including multiple sclerosis, rheumatoid arthritis, cystic fibrosis, hemophilia, infertility, immunologic disorders, Crohn's disease, Gaucher disease, pulmonary hypertension, Fabry disease, MPS 1, blood dyscrasia, growth hormone deficiency, respiratory syncytial virus, hepatitis C and more are available through specialty pharmacy.

**Average  
savings  
of 24%**

## Resident Program Announcement

### Introducing the [insert county name] Prescription Discount Card

#### FREE to County Residents!

Americans are paying more for prescriptions than ever before. Without prescription coverage, staying healthy can come at a high price. With the [insert county name] Prescription Discount Card Program provided to you in a joint effort with the National Association of Counties (NACo), you can save money on many of your prescription purchases!

Any county resident without prescription coverage can use this program. Even if you have prescription insurance coverage, you may still benefit from the discount card since it may save you money on prescriptions your existing plan does not cover.

Everyone is eligible!

- No income requirements
- No age requirements
- Unlimited use for the whole family
- Pets are covered for medications that also treat human conditions

The [insert county name] Prescription Discount Card Program is:

- **Valuable.** Save an average of 24% off the pharmacy's regular price on all commonly prescribed prescriptions. Savings are also available on high-tech and injectable medications through our specialty pharmacy.
- **Easy.** There are no claim forms to fill out and no annual fee to pay.
- **Convenient.** More than 60,000 participating pharmacies nationwide, including locations right here in the county!

To print an ID card that can be used immediately at a participating pharmacy, locate a pharmacy or access other program tools, visit **[www.caremark.com/naco](http://www.caremark.com/naco)**, or for more information call toll-free **1-877-321-2652**.

**Get your card and start saving today!**

Operated by CVS Caremark.

**This is NOT insurance. Discounts are only available at participating pharmacies.**



## Key Contacts

### NACo Contacts:

Andrew S. Goldschmidt, CAE, MBA  
Director, Membership Marketing  
Phone: 202-942-4241  
E-mail: [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org)

Ilene Manster  
Membership Coordinator  
Phone: 202-942-4291  
E-mail: [imanster@naco.org](mailto:imanster@naco.org)

### CVS Caremark Contact:

Ralph Frissore  
Account Advocate  
Phone: 480-614-7716  
E-mail:  
[ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com)

**Program template materials are  
available at [www.naco.org/drugcard](http://www.naco.org/drugcard).  
Select "Counties" to access materials.**



Smartphone users scan code to access the NACo website.



Operated by CVS Caremark.

**This is NOT insurance. Discounts are only available at participating pharmacies.**

# NACo Prescription Discount Card



## MEDIA STRATEGIES



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**Program template materials are available at [www.naco.org/drugcard](http://www.naco.org/drugcard). Select “Counties” to access materials.**

## NACo Prescription Discount Card Media Strategies

With prescription medication costs continuing to rise, the National Association of Counties (NACo) is assisting member counties by offering a prescription discount card program. The FREE program helps insured and uninsured county residents save money – on average 24 percent – on prescriptions not covered by insurance. CVS Caremark administers the NACo Prescription Discount Card Program.

NACo is providing these media strategies to help member counties and government leaders gain media coverage in local and regional press through broadcast, print and online coverage. The media strategies provide basic information on media relations, as well as templates for media advisories, press releases and public service announcements.

### Media Relations – Get the word out there

The NACo Prescription Discount Card Program provides county residents an opportunity to save money on their prescription medications if they have no insurance or if their insurance doesn’t cover their medications. By offering this program, NACo member counties are able to provide a no-cost health service to residents.

This is a great story to tell. The program is free to the county and to the residents, and it helps residents save money on what many consider a costly expense, especially in these challenging economic times. Using media relations strategies will help you spread the word about this important program.

### Announcing the Program

There are two key ways to announce the NACo program in your county. The first – a press conference – allows counties to bring key media together to relay the details of the program. The second – press release – provides counties with a communications tool to reach out to the media without the need for a press conference.

If possible, incorporate a human-interest element into your media relations efforts. Find someone who could benefit from the program or who will be the first recipient of the card and include him or her in your press conference and press release. When issuing a milestone press release, tell this person’s story to give your key audiences someone to whom they can relate. Incorporating such a person can increase more media interest because it helps a reporter tell a story to their readers, viewers or listeners.

To effectively execute the strategies outlined below, a detailed and up-to-date media list should be prepared. The list should include key contacts at daily and weekly newspapers, radio stations, television stations and online news outlets. Ensuring you have the right contacts will make distribution and pitching of the story more efficient, and ultimately, more successful.



### • Schedule a Press Conference

A press conference can be an efficient way to inform targeted media and other audiences about the new program. Coordinate the date, time, place and other logistics with key officials who are knowledgeable about the subject. Make sure the participants are prepared with statements, key messages and the fact sheet.

- Media Advisory: Create a media advisory to be distributed a couple of days prior to the press conference. This will provide media with the details of the press conference (what, why, who, when and where.) Follow-up the distribution of the media advisory with phone calls to media to ensure receipt of the advisory and to encourage attendance.

**Go to [www.naco.org/drugcard](http://www.naco.org/drugcard) and select “counties” to download the media advisory template and fact sheet or e-mail [ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com) to request the templates.<sup>1</sup>**

### • News/Press Release

Distributing a press release is a key way to inform targeted media outlets about the availability of the program. A press release should be distributed to media who attend the press conference, as well as to the remaining media on your media list. If a press conference is not held, then the press release will be the main communication method used to inform the media about the program.

- Milestone Press Release: Within a couple of weeks or months of the launch of the program (depending on usage statistics), consider issuing a milestone release that can highlight the success of the program. When appropriate, this release can provide statistics on money saved, number of people who have used or downloaded the card, and the story of one of the card users.

**Go to [www.naco.org/drugcard](http://www.naco.org/drugcard) and select “counties” to download the press release templates or e-mail [ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com) to request the templates.<sup>1</sup>**

### **Keep in Mind:**

Pharmaceutical benefits managers, like CVS Caremark, are frequently in the news. As a result, you may get some direct questions about CVS Caremark and why they were chosen to administer this program. The fact sheet should help you address these questions or concerns. *However, if you have any difficulties addressing the inquiries, please contact or refer the reporter to the CVS Caremark media relations team at 401.770.3317.*

<sup>1</sup> If additional material is developed or revisions are made to pre-approved material, the material must be sent to NACo and CVS Caremark for approval prior to use.



**The NACo  
prescription  
discount card  
can be used  
any time a  
prescription is  
not covered  
by insurance!**

## **Public Service Announcement (PSA) Scripts**

Public service announcements, or PSAs, are a cost-effective way to communicate to key audiences through the medium of radio. Unlike regular radio advertisements, PSA scripts can be submitted to radio stations at no cost. Often, radio stations choose to record the PSAs using their own talent and then run them on-air when time is available.

Below are samples of 15- and 30-second scripts. Both options could be submitted to radio stations throughout the county. Having accurate contacts is imperative; so call each radio station to determine who the appropriate contact is for receiving the PSAs.

### ***Keep in Mind***

Because PSAs are free, radio stations receive a large number of them. To give your PSA the best shot at being put into the rotation, follow up with the contact person you submitted the PSA to. Call and e-mail the contact, providing a succinct pitch for why this PSA should run.

#### *15-second script*

##### *Public Service Announcement (PSA) Script*

Save an average of 24 percent on your prescription drugs with the free [County Name] Prescription Discount Card. Print your card today at [caremark.com slash naco](http://caremark.com/slash/naco) or call 1.877.321.2652 for more information.<sup>2</sup>

#### *30-second script*

##### *Public Service Announcement (PSA) Script*

Reduce the cost of your prescription drugs by an average of 24 percent with the free [County Name] Prescription Discount Card. This free program, made possible by [County Name] and the National Association of Counties is for people who don't have insurance or have prescriptions not covered by insurance. Accepted by 9 out of 10 pharmacies, the program has no enrollment or restrictions. Some pet prescriptions are even covered. Print your free card today at [www.caremark.com slash naco](http://www.caremark.com/slash/naco) or call 1.877.321.2652 for more information.<sup>2</sup>

<sup>2</sup> Note to Texas Counties: Modified PSA scripts are available that should be used in the State of Texas.

**Go to [www.naco.org/drugcard](http://www.naco.org/drugcard) and select "counties" to download the PSA templates or e-mail [ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com) to request the templates.**

## NACo Prescription Discount Card Program Fact Sheet

### What It Is:

The NACo Prescription Discount Card program helps residents save money on their prescription medications any time their prescriptions are not covered by insurance. The free cards are distributed in the sponsoring county and may be used at any participating retail pharmacy. County residents can also print a card from the Internet. The discount card is not insurance.

### Savings:

Average savings are 24%; some discounts may be more, and some less, depending on the medication and quantity purchased. Cardholders may save on pet prescriptions also used to treat human conditions at participating pharmacies.

### Who It's For:

The cards may be used by all county residents regardless of age, income or existing health coverage. There is no enrollment form, no membership fee and no restrictions or limits on frequency of use. Cardholders and their family members may use the card any time their prescriptions are not covered by insurance.

### What It Costs:

Unlike many other card programs, there is no enrollment cost or membership fee. The cardholder pays the negotiated discount price or the pharmacy's retail price, whichever is lower. The average discount is 24%.

### Participating Pharmacies:

More than 60,000 pharmacies nationwide accept the card, including most chain pharmacies and many independent pharmacies.

### Additional Benefits:

The program has a safety feature that alerts pharmacists when one medication may have an interaction with another medication the cardholder is taking, if the prescriptions were obtained with the NACo Prescription Discount Card. The NACo Prescription Discount Card program is a useful option with Medicare Part D. For example, the card can be used when a Medicare Part D plan doesn't cover a medication.

### About CVS Caremark:

The program is administered by CVS Caremark, which has broad experience in managing prescription discount cards since 1992. CVS Caremark negotiates with pharmacies to offer a discount on their retail prices. Most pharmacies contract to participate because it draws customers to their stores.

## Key Contacts

### NACo Contacts:

Andrew S. Goldschmidt, CAE, MBA  
Director, Membership Marketing  
Phone: 202-942-4241  
E-mail: [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org)

Ilene Manster  
Membership Coordinator  
Phone: 202-942-4291  
E-mail: [imanster@naco.org](mailto:imanster@naco.org)

### CVS Caremark Contact:

Ralph Frissore  
Account Advocate  
Phone: 480-614-7716  
E-mail:  
[ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com)

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Select "Counties" to access materials.**



Smartphone users scan code to access the NACo website.



Operated by CVS Caremark.

**This is NOT insurance. Discounts are only available at participating pharmacies.**

# NACo Prescription Discount Card Program



## Marketing Reimbursement Fee

The NACo Board of Directors, at its meeting in December, approved a proposal that will allow counties, state associations and NACo to receive a marketing reimbursement fee through the NACo Prescription Discount Card Program.

Counties that choose the marketing reimbursement fee option would receive \$1 per prescription when the card is used to receive a discount. Counties that do not want to receive the reimbursement can continue with the existing program. Residents in counties that do not want to receive the reimbursement would receive a slightly greater discount when purchasing a prescription – approximately 2% - 2.5%.

NACo and the state associations would also receive a marketing reimbursement fee. A \$.50 marketing reimbursement fee per prescription when the card is used to receive a discount would be paid to NACo for counties within a state in which the state association endorses the NACo program. NACo would pay that state association \$.40 per prescription when the card is used to receive a discount if the state association agrees to and complies with the terms and conditions of a marketing agreement signed by NACo and the state association.

For states that do not endorse the NACo program, NACo will receive a \$.10 marketing reimbursement fee payment per claim and will market the program according to provisions of an agreement between NACo and CVS Caremark, which partners with NACo to provide the program.

Since it began in 2005, the program has grown phenomenally. There are currently more than 1,400 counties participating in the program. There are more than 600 counties that have shown an interest in becoming part of the program. The participation total represents 46 percent of the nation's counties.

The results of the program are also great. County residents nationwide have saved more than \$454 million on 36 million prescriptions. The overall average savings rate for the program is 24 percent.

NACo and county officials expect the program to continue to grow and help residents deal with the high cost of prescription drugs.

To view the program information or initiate the marketing fee reimbursement option visit [www.naco.org](http://www.naco.org), and follow these steps:

- 1) Select 'Solutions Center'
- 2) Locate the NACo Prescription Discount Card Program under the 'Help Your Residents' tab on the left-hand side of the page
- 3) Once on the program page, click 'Program Implementation Contract and Checklist under Program Information'
- 4) Log in to the members only section of the site

Or use your phone to go to the program page:





Dear County Officials:

The NACo Prescription Discount Card Program checklist and contract documents are attached. **Please fill out the checklist to include with your contract documents.** Incorrect checklists, contracts or missing documents will result in a delayed implementation of the program.

***Please follow these directions carefully:***

1. **Counties, Parishes, Boroughs sign exhibit B of the contract which attaches the county to the overall NACo contract (IMPORTANT: *this is on page 14*). If your county chooses to receive the optional marketing reimbursement fee, you will need to also submit your signed Rider 1 along with the Exhibit B.**

2. All documents need to be mailed to:

Andrew Goldschmidt  
Director, Membership Marketing  
National Association of Counties-NACo  
25 Massachusetts Ave, NW 5<sup>th</sup> Floor  
Washington, DC 20001

3. Once the contract is received, our Executive Director will sign it and pass it on to Caremark for final signature. You may start your internal planning process to promote the program.

4. While the final signatures are being completed, please forward your logo or seal via email to [Ralph.Frissore@caremark.com](mailto:Ralph.Frissore@caremark.com) (if you prefer, you may have the materials simply read XYZ County or XYZ CountyRx). **Proceed to completing the NACo Prescription Discount Card Program Checklist.**

Caremark will create proofs for your approval. Once approved by your county, Caremark will help determine the amount of materials needed for your initial rollout of the program.

**You may estimate 10 weeks from the date the contract is returned until you can distribute the cards to your county residents.** A key note, any non pre-approved press releases or other information to be distributed on the program must come to NACo and Caremark's attention for approval prior to use.

Please contact me at [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org) or 1-888-407-6226 (NACo) ext. 221 if you have any questions or need further information. NACo looks forward to working with you on this exciting program and thank you for being a member county!

Sincerely,

Andrew S. Goldschmidt, CAE, MBA  
Director, Membership Marketing

P.S. - If you need to access the collateral materials on the program, you can access those by logging in to the NACo's members only portion of the website at [www.naco.org](http://www.naco.org). Please contact Ilene Manster, Membership Coordinator at 1-888-407-6226 ext.291 or [imanster@naco.org](mailto:imanster@naco.org) if you need assistance with the NACo website.

***The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without specific permission from NACo.***

# NACo Prescription Discount Card Program Checklist

County Name/State: \_\_\_\_\_ Date contract returned to NACo: \_\_\_\_\_

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title \_\_\_\_\_

Address (w/ City, State, Zip) \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail (We must have your email address!) \_\_\_\_\_

2. What is your county's anticipated start-up date for the program? **CURRENT START UP TIME IS 10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo.** Please plan your county's roll out of the program accordingly. \_\_\_\_\_

3. Please choose a design for the discount cards: (**YOU MUST CIRCLE ONE**)

a. "County Name" or "County NameRx"

b. Logo/seal on cards

**a. Be sure to e-mail a black and white logo/seal to [Ralph.frissore@caremark.com](mailto:Ralph.frissore@caremark.com) in a .jpg or .tif format**

**b. Put "(COUNTY NAME) LOGO" in the subject line of your e-mail**

c. Other. You must contact NACo if you do not choose either a or b.

4. What is your county's population? \_\_\_\_\_  
Do you need cards/posters in Spanish? \_\_\_\_\_

5. Please provide a street address for delivery of cards. Cards will be sent via UPS Ground.  
**NO P.O. BOXES!**

\_\_\_\_\_

6. What is your county's web address (if available)? \_\_\_\_\_

Will this program have its own page? (Please provide) \_\_\_\_\_

What number would county residents call to pick up a card? \_\_\_\_\_

\*\*\*\*\*



**CAREMARKPCS HEALTH, L.L.C.**

**AMENDED AND RESTATED MANAGED PHARMACY BENEFIT SERVICES AGREEMENT**

**CONSUMER CARD PROGRAM**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is effective beginning January 1, 2012 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.L.C., ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This Agreement amends the existing Member County Agreements consistent with the terms thereof. Customer agrees that it will require each Member County added after the Effective Date to execute an individual agreement with Caremark in the form attached hereto as Exhibit B (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

**1. STATEMENT OF SERVICES / OBLIGATIONS.**

**1.1 Services.** Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

**1.2 Participating Pharmacies.** Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

**1.3 Pharmacy Help Desk and Voice Response Unit.** Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

**1.4 Claims Processing.**

**a. Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

**b. Collection at Point of Sale.** Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit A as applicable, plus a transaction fee from the Participant.

**1.5 Customer Service.** Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

**1.6 Identification Cards.** Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Participants, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

**1.7 Clinical Services and Drug Utilization Review ("DUR").**

**a. Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such

mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. **DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

**1.8 Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Customer's Authorization.** Customer authorizes Caremark to contract as a group purchasing organization for Customer with pharmaceutical companies for Rebates. Customer acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Customer may depend upon a variety of factors, including the content of any drug list adopted by Customer, the plan's design features and participating in Caremark's drug list management programs, as well as Caremark receiving sufficient information regarding each Claim that is submitted to pharmaceutical companies for Rebates.

b. **Disclosure of Manufacturer Fees.** In accordance with Section 1.8(a) of this Agreement, Caremark or its affiliates may hold contracts with certain pharmaceutical companies relating to products covered under this Agreement. The parties agree that Caremark shall retain one hundred percent (100%) of the Rebates as reasonable compensation for its services under this Agreement. In connection with such contracts, Caremark or its affiliates may have a financial relationship with such pharmaceutical companies and may receive and retain fees or other compensation from pharmaceutical companies for services rendered and property provided to pharmaceutical companies, including, without limitation, administrative fees that range between one percent (1%) and four percent (4%) of the Wholesale Acquisition Cost ("WAC") of the products dispensed across Caremark's book of business. In addition, Caremark or its affiliates may receive concurrent or retrospective discounts or Rebates from pharmaceutical companies which are attributable to or based on products purchased by Caremark affiliated dispensing pharmacies. The term "Rebates" as used in this Agreement does not include the fees, compensation, and concurrent or retrospective discounts associated with the purchase price of products described in this Section 1.3, which belong exclusively to Caremark or its affiliates.

c. **Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. **Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

**1.9 Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

**1.10 Mail Service Program.** Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

**1.11 Preferred Drug Program.** Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

**1.12 Specialty Pharmacy.** Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("SpecialtyRx Services").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.



Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

## **2. FEES AND PAYMENT.**

**a. Fees.** The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

**b. Remedies.** Additional services may be mutually agreed-upon by the parties, and the associated fees for such services, if any, will be identified in Exhibit A as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

**c. Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.a, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

## **3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.**

**a. Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.a. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.a.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

**3.2 Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

## **4. USE OF AND ACCESS TO INFORMATION.**

**a. Use of Deidentified Data.** Claims, as well as eligibility information which is deidentified in accordance with HIPAA and other applicable law, and which is not identifiable on a Customer or Plan Participant basis, may be used, disclosed, reproduced, adapted or sold by Caremark. Such deidentified data may be provided to nationally recognized data integration firms to support appropriate administration of Caremark's drug management programs.

This benchmarking data enables Caremark to compare against other drug population sets and improve programs and Services for clients.

b. **Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

## 5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

a. **Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law.

b. **Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

c. **Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

d. **Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

e. **Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this

Agreement shall continue to apply to such information after the termination hereof.

f. **Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

g. **Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

h. **Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

## **6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.**

a. **Warranty.** This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.a, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

b. **Force Majeure.** Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.b will not constitute a default or a ground for termination of this Agreement.

c. **Indemnity.** To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark or a Caremark Indemnitee, as the result of a third party claim that Customer or Member County, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a

Member County from providing such indemnification. To the extent permitted by applicable Law, Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnatee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnatee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

**d. Compliance with Law.** Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at [http://www.caremark.com/wps/portal/\\_s.155/3370?cms=CMS-2-007764](http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764).

**e. Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

**f. Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

Caremark shall be entitled to rely on First Data Bank, Medi-Span or any other nationally available reporting service of pharmaceutical prices selected by Caremark to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. Customer acknowledges that Caremark does not establish AWP, and Caremark shall have no liability to Customer arising from the use of First DataBank, Medi-Span or any other nationally available reporting service. Customer acknowledges that if the reporting source for determining Customer's AWP should not continue to support AWP, Customer shall cooperate with Caremark to negotiate the pricing hereunder to maintain the parties' respective economic position under this Agreement as of the Effective Date.

**7. TERM AND TERMINATION OF AGREEMENT.**

a. **Term.** This Agreement is for an initial term of five years from the Effective Date, through December 31, 2016 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

b. **Termination.** This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.e of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.a of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

**7.3 Effect of Termination and Survival.**

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

**8. NOTICES.**

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services  
Caremark Inc.  
2211 Sanders Road, NBT9  
Northbrook, IL 60062  
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services

Caremark Inc.  
2211 Sanders Road, NBT9  
Northbrook, IL 60062  
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties  
25 Massachusetts Avenue, NW  
Suite #500  
Washington, DC 20001  
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing  
Fax No.: (202) 393-2630

**9. MISCELLANEOUS.**

**a. Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

**b. Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

**c. Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

**d. Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**e. Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

**f. Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**g. Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

**h. Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the



Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

i. **Drug Classification and Pricing.** Caremark shall use the indicators of Medi-Span Master Drug Database (Medi-Span), and their associated files, as updated regularly by Medi-Span, or another nationally available reporting service of pharmaceutical drug information in determining the classification of drugs (e.g. legend vs. over the counter, brand vs. generic, single-source vs. multi-source) for purposes of this Agreement.

j. **Customer-Specific Programming.** Upon request by the Customer for services or changes to Services that require customized programming or systems work, Caremark will estimate the time and cost for completion of such work. If Customer authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the established programming rate.

k. **Pricing Assumptions.** In addition to any pricing assumptions set forth in any pricing implementation or similar document that is executed by Customer:

(a) Upon thirty (30) days prior written notice to Customer, Caremark may modify or amend the financial provisions in this Agreement in a manner which accounts for the impact of the events identified below. Such notice will include Caremark's explanation of the manner in which the modification accounts for the impact of the event:

1. Any government imposed or industry wide change that would impede Caremark's ability to provide the pricing described in this Agreement, including any prohibition or restriction on the ability to receive Rebates or discounts for pharmaceutical products; or
2. A change in any of the pricing assumptions set forth in this Agreement, including, Exhibit A.

(b) **Pricing Benchmarks.** The parties acknowledge that the pricing indices historically used by Caremark are the basis for the financial offer of this Agreement and are outside the control of the parties. In the event First DataBank, Medi-Span or other nationally available AWP reporting source discontinues the reporting of AWP or changes the manner in which AWP is calculated prior to the Effective Date, or during the Term, then Caremark reserves the right to modify the pricing terms of this Agreement, to be effective as of the Effective Date or such later effective date of such discontinuation or change, so as to maintain the parties' relative economic positions as existed immediately before the effective date of such discontinuation in reporting or change in the calculation of AWP, as measured across all products on an aggregate basis. Such modifications may include, without limitation, the adjustment of AWP to the methodology relied on by such reporting source prior to such modification of AWP methodology, the adjustment of the AWP discount, or the utilization of alternate pricing benchmarks.

10. **DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

a. **"AWP"** means the "average wholesale price" for a standard package size of a prescription drug from the most current pricing information provided to Caremark by First DataBank®, Medi-Span Prescription Pricing Guide (with supplements), or following notice to Client, any other nationally available reporting service of pharmaceutical prices as utilized by Caremark as a pricing source for prescription drug pricing. The standard package size applicable to a mail service pharmacy shall mean one hundred (100) units (i.e., pills, tablets, capsules, etc.), unless only a smaller package size is available from the manufacturer, or the actual package size dispensed for liquids and topical treatments. The standard package size applicable to a Participating Pharmacy shall be the actual package size dispensed from a Participating Pharmacy as reported by such Participating Pharmacy to Caremark.

b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. **"Claim(s)"** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. **"Manufacturer"** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. **"Maximum Allowable Cost (MAC)"** means the unit price that has been established by Caremark for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list applicable to Customer, which list may be amended from time to time by Caremark in maintaining its generic pricing program. Customer acknowledges that the MAC list applicable to Client is not the same as the MAC list published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC"). A copy of such MAC drug list shall be provided to Customer prior to execution of this Agreement and thereafter upon Customer's reasonable request.

h. **"Participant"** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. **"Participating Pharmacy"** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. **"Rebate(s)"** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

By: *J. E. Nade*

Title: *Exec. Dir.*

Date: *12-20-11*

CAREMARKPCS HEALTH, L.L.C.

By: *Kelison Brown*

Title: *SVP Underwriting*

Date: *1-5-12*

**EXHIBIT A**

**National Association of Counties**  
Effective January 1, 2012.

Subject to the terms and conditions of this Agreement, Program Participants utilizing the Program shall receive from the Participating Pharmacies the discounts set forth below. Customer Specific Programming or additional services not identified herein will be quoted upon Customer request.

Program Participants will receive an average 22% discount on their prescription drug transactions when prescriptions are purchased at a Participating retail pharmacy, a Caremark Mail or a Caremark SpecialtyRx pharmacy as compared to the pharmacy's aggregate usual and customary price (the cash paying customer price). Program Participants will not pay more for a prescription drug transaction by using the Program. There will be prescription drug transactions under this program that will be priced at the pharmacy's usual and customary price when that price is equal to or more favorable to their contractual discount rate with Caremark.

Prices may vary in certain areas for reasons such as local legal requirements, geographic location, specialized manufacturer processes, limited availability, extraordinary shipping requirements or other factors beyond Caremark's control. Participating Pharmacies shall collect from the Program Participant all applicable taxes for covered items, and Caremark is not liable for the payment of applicable taxes. Caremark does not guarantee Participant savings; the estimate set forth above is based upon anticipated pharmacy network performance. All claims may be aggregated for purposes of determining the actual average discount rate. Actual discount rates may vary by drug, Participating Pharmacy, Caremark Mail Pharmacy and Caremark SpecialtyRx Pharmacy. Certain retail, mail, and Specialty claims may be excluded from these rates, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technical in nature, compound drugs, and those requiring special handling.

**EXHIBIT B**  
**CAREMARKPCS HEALTH, L.L.C.**  
**NATIONAL ASSOCIATION OF COUNTIES**  
**MANAGED PHARMACY BENEFIT SERVICES AGREEMENT**  
**FOR MEMBER COUNTY**

This Managed Pharmacy Benefit Services Agreement for Member County effective \_\_\_\_\_ is entered into by and between CaremarkPCS Health, L.L.C. ("Caremark") and \_\_\_\_\_ ("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of January 1, 2012 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties ("Services").

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, and Member County hereby agrees to be bound by any such amendment, except with respect to Term. The Term of Services for Member County shall begin on the effective date above and, so long as the Agreement is in effect, shall continue for a period of three years ("Initial Member County Term"). The Term of Service shall thereafter automatically renew, so long as the Agreement is in effect, for successive one-year terms, unless Member County notifies Caremark and Customer of Member County's intent not to renew at least sixty (60) days prior to the end of the Initial Member County Term, or any renewal Term.

Customer shall give Member County reasonable notice prior to the effective date of any non-Term amendment between Customer and Caremark. If such non-Term amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

**NATIONAL ASSOCIATION OF COUNTIES****CAREMARKPCS HEALTH, L.L.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMBER COUNTY:**\_\_\_\_\_  
[County Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER 1**

With respect to \_\_\_\_\_ County's participation in the Consumer Card Program, the Parties intend and agree to revise the terms of the Agreement as follows:

**1 The following is added as a new Section 1.8.e of the Agreement:**

**Marketing Reimbursement Fee.** As consideration for the Consumer Card Program information that Member County provides to County residents, Caremark shall pay to Member County a Marketing Reimbursement Fee of one dollar (\$1.00) for each retail Claim processed by Caremark during the term of this Agreement on which a transaction fee is collected by the Participating Pharmacy. If the Member County Agreement is signed by all parties between the first and fifteenth days of the month, then the effective date for the Member County to begin receiving Marketing Reimbursement Fees is the first day of the month following the signing date. If the Member County Agreement is signed by all parties between the sixteenth and last days of any month, then the effective date for the Member County to begin receiving Marketing Reimbursement Fees is no later than the first day of the second month following the signing date. In either instance, the first Marketing Reimbursement Fee payment to Member County is due and payable no later than 60 days following the end of the first calendar quarter following the effective date. Marketing Reimbursement Fee checks shall be accompanied by a summary report prepared by Caremark setting forth the calculation of the Marketing Reimbursement Fees. It is the intention of the Parties that this fee shall constitute and shall be treated by Member County as a fair market value payment for specified marketing services.

Accepted and Agreed:

**MEMBER COUNTY:**

\_\_\_\_\_  
[County Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Agenda Item**  
**Historic Columbia River Highway Advisory Committee**  
**Presentation & Appointment**

- [Judy Davis Letter of Introduction](#)
- [Judy Davis Application](#)
- [Order 12-033 Appointing Judy Davis to the Historic  
Columbia River Highway Advisory Committee](#)

6840 Oakbrook Lane  
The Dalles, OR 97058  
July 5, 2012

Rod Runyon, County Commissioner Chair  
Scott Hege, County Commissioner  
Sherry Holliday, County Commissioner  
511 Washington Street, Suite 101  
The Dalles, OR 97508

Dear Commissioners:

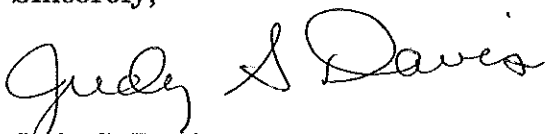
I am applying to serve on the Historic Columbia River Highway (HCRH) Advisory Committee as the highway is something that I hold close to my heart. I live in Rowena Dell, and that makes the highway my lifeline to the world. The stonework, the curving route, and the beautiful places have fascinated me ever since I moved to the Pacific Northwest in 1970. I have studied the highway's history. I have hiked from the trailheads along the route and more recently along the restored trail sections. I frequently take visitors to visit the Mosier Twin Tunnels and other parts of the highway.

I have a background in transportation planning and research that I think would be a good fit for the advisory committee. I was a senior planner at Parsons Brinckerhoff, a transportation engineering and planning firm. I served as Wasco County's appointee to the Gorge Commission for eight years, and I am well aware of the issues of increasing tourism, especially spending in our towns, as a part of the economic development of the Gorge. I understand that bicycling has become the primary reason for people to visit Mosier because of the restoration of the HCRH between there and Hood River.

I attended meetings of the Advisory Committee occasionally while I was a Gorge Commissioners, and I have attended more regularly in the past year. I am ready to get more involved in the work of this group.

Thank you for your consideration.

Sincerely,

  
Judy S. Davis

## INFORMATION AND QUALIFICATION FORM

### Historic Columbia River Advisory Committee VOLUNTEER POSITIONS REPRESENTATIVE FROM WASCO COUNTY, OREGON

#### BACKGROUND

The Historic Columbia River Highway Advisory Committee (HCRHAC) was created by the Oregon Legislature (ORS 366.550). HCRHAC makes recommendations to the Oregon Department of Transportation (ODOT) and the Oregon Parks and Recreation Department (OPRD) concerning the historic highway. Membership includes representatives from ODOT, OPRD, the State Historic Preservation Office, and the Oregon Tourism Commission. Six private citizens are on the committee, two from each of the three counties (Multnomah, Hood River and Wasco) – one appointed by the governor and one appointed by each county.

The Committee meets quarterly rotating the communities along the Historic Highway. Members are encouraged to participate in transportation and park development committee meetings and occasionally represent the Advisory Committee in public forums. The Wasco County representative will be asked to represent issues pertinent to Wasco County.

#### APPLICATION

Provide personal qualifications for the specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

**POSITION DESCRIPTION:** Historic Columbia River Advisory Committee Representative from Wasco County Oregon.

Name: Judy S. Davis

Address: 6840 Oakbrook Lane, The Dalles, OR

Phone (home) 541-478-0133 Phone (work) —

E-mail address: rjdavis1@mac.com

Signature: Judy S Davis

Date: July 5, 2012

Number of years as a Wasco County resident: 10 1/2

Your objectives/goals? Desired contributions and accomplishments? \_\_\_\_\_

Work to complete the reconnection of HCRH  
Be sure that restored sections are well maintained.  
Improve wayfinding with better signage, maps

Approximate hours/week available for this commitment? 5

Comments: \_\_\_\_\_

Education (school, college, training, apprenticeships, degrees, etc.)

PhD, Urban Studies, PSU Date(s): 1990

M.A.T. Reed College Date(s): 1971

BA, Mathematics, Macalester C Date(s): 1969

\_\_\_\_\_ Date(s): \_\_\_\_\_

Experience (work, volunteering, leadership roles, achievements etc.)

Gorge Commissioner Date(s): 2003 - 2011

Senior Planner, Parsons Brinckerhoff Date(s): 1994 - 1997

President, Rowena Dell Homeowners Date(s): 2011 - present

President, AAHW - The Dalles Date(s): 2008 - 2010

General Comments/Additional Relevant Information

I drive on the HCRH whenever I go  
anywhere. I understand it as a road  
between Mosier and The Dalles, as a  
destination for visitors in cars and on bikes,  
and as a legacy worth preserving.

Send completed form to:

Wasco County  
511 Washington Street, Suite 101  
The Dalles OR 97058  
(541) 506-2520  
fax (541) 506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT )  
OF JUDY DAVIS AS WASCO COUNTY'S ) O R D E R  
REPRESENTATIVE TO THE HISTORIC ) #12-033  
COLUMBIA RIVER HIGHWAY ADVISORY )  
COMMITTEE. )

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Board of Commissioners  
being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the  
Historic Columbia River Highway Advisory Committee due to the expired  
term of Dennis Davis; and

IT FURTHER APPEARING TO THE BOARD: That Judy Davis is  
willing and is qualified to be appointed as Wasco County's Representative on  
the Historic Columbia River Highway Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Judy Davis be  
and is hereby appointed to the Historic Columbia River Highway Advisory

Committee as Wasco County's Representative; said term to expire on  
June 30, 2013.

DATED this 15th day of August, 2012.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Chair of Commission

---

Sherry Holliday, Commissioner

---

Scott C. Hege, Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney



**Agenda Item**  
**CCO Representation**

- [No documents have been submitted for this item – Return to Agenda](#)

**Agenda Item**  
**Executive Session**

- [Any documents pertaining to the Executive Session will be submitted during the session – Return to Agenda](#)

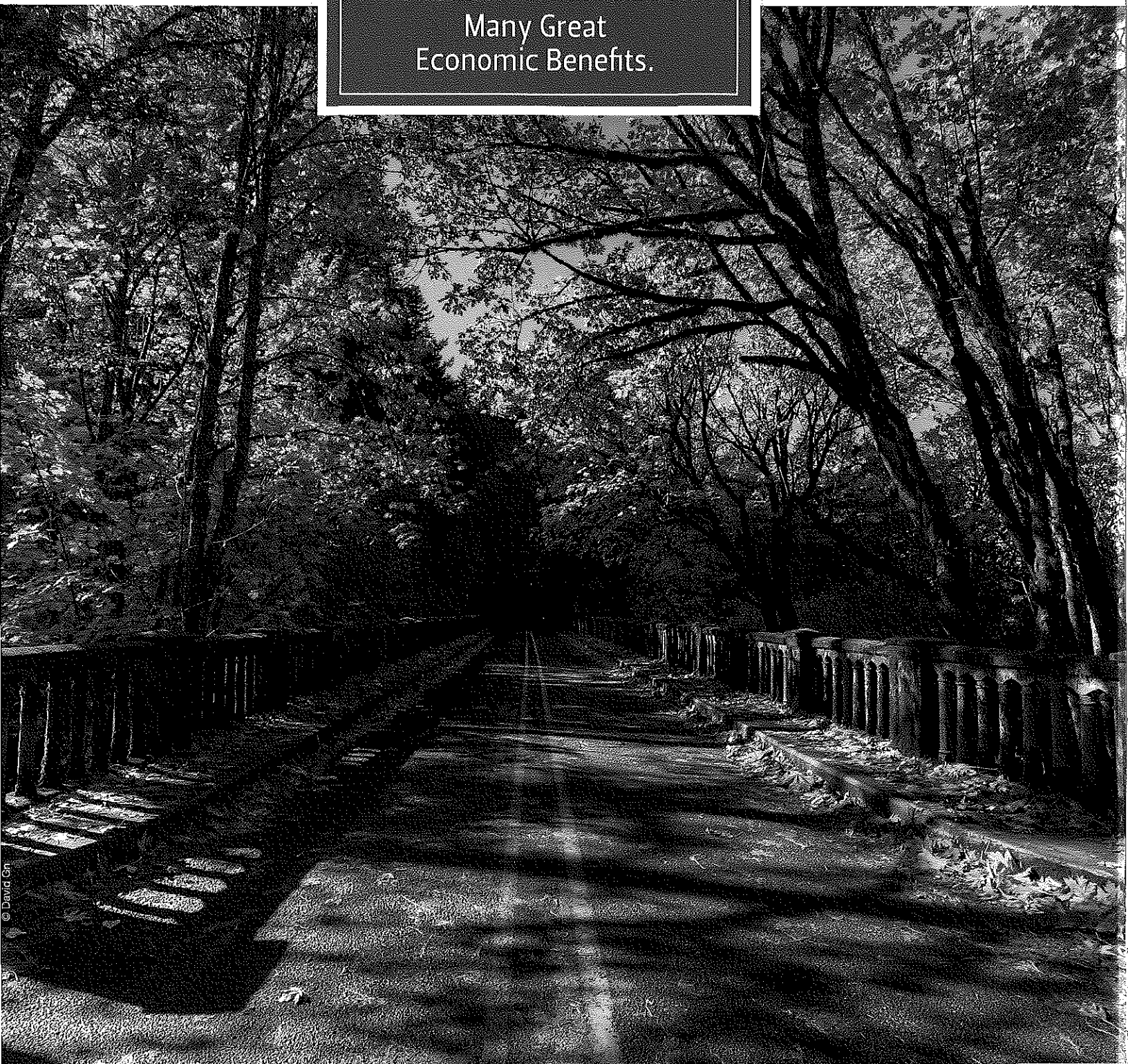
## 2011-2013 M57 Supplemental Funds Intervention Program Budget Summary

<b>Program Expenses</b> (please be detailed)	<b>2009-2011 M57 Supplemental Funds Carryover</b>	<b>2011-2013 M57 Supplemental Funds</b>	<b>Other State Funds</b>	<b>County/Local Funds</b>	<b>Total</b>
<b>A. Supervision Related Personnel Costs</b>  Salaries and wages (include position FTE and type)  Payroll taxes and benefits					
<b>B. Materials and Services</b>					
<b>C. Treatment Provider and/or Contracted Professional Services</b>	\$17,965	\$71,820			\$89,785
<b>D. Sanction Costs (by type)</b>					
<b>E. Capital Outlay and Start- Up Costs</b>					
<b>Total</b>	\$17,965	\$71,820			\$89,785

HISTORIC COLUMBIA RIVER HIGHWAY AND STATE TRAIL

*One Great*  
**ROAD**

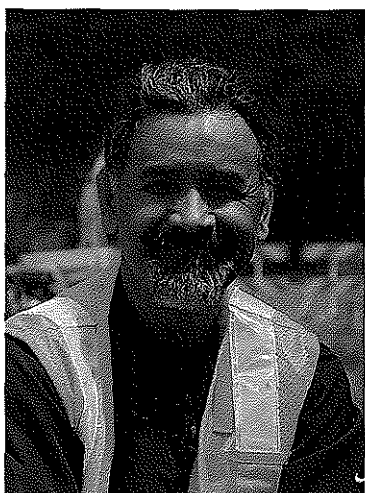
Many Great  
Economic Benefits.





© 2012 LiefPhotos.com

*Once known as the “King of Roads” the Historic Highway is now considered by many as the “King of Trails”. Here are some stories from the real people who have seen the economic benefits first hand.*



© Brian Kimmel, Optic Nerve Productions

Jose Villalpando, ODOT Project Manager

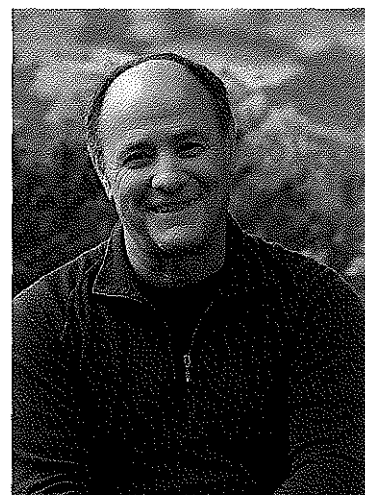
## Creating Construction-Oriented Jobs Now... and Visitors in the Future

In 2012 and 2013, approximately \$8 million will be spent on the construction of a 1.6 mile section of the Historic Columbia River Highway State Trail between John B. Yeon State Park and Moffett Creek. “The trail project between Yeon State Park and Moffett Creek will positively impact the region’s economy in several ways,” said Jose Villalpando, Project Coordinator for Oregon Department of Transportation, Region 1. “First, there are the jobs it provides. There are subcontractors from the Gorge area who have been hired by the prime contractor (Tapani Underground) who are also employing workers from the local communities. Second, some of the material suppliers are businesses within the Gorge, like Corbett Quarry, which is supplying the rock material for the rockery retaining walls.”

## Connecting Farmers to Customers

After purchasing a farm property in 1999 near the town of Mosier, Tom Garnier, a successful entrepreneur, got a crash course in the perils of agriculture. “Our first harvest, we had a beautiful crop of Bing and Royal Ann cherries. But two days into the harvest, it began to rain. We lost the entire crop. I knew we had to reassess our options. First, we needed to diversify our planting. We replaced some of the cherries with wine grapes and pears. Second, we needed to find new ways to connect with our end customers. If we could sell direct, we could get more per pound and get paid sooner.

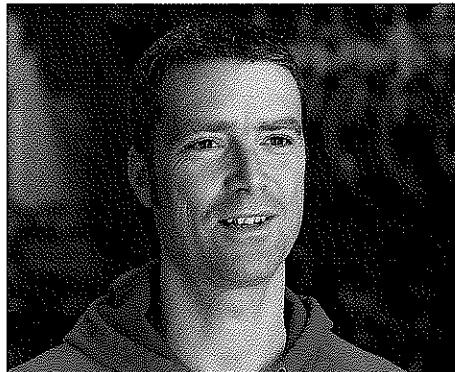
To that end, we set up a stand to sell our cherries and established a tasting room for our grapes. The Historic Columbia River Highway has been instrumental in the success of our tasting room and cherry stand. It gives sightseers an opportunity to get off Interstate 84 and get out of their car. The Highway is a conduit for agritourism.”



© Brian Kimmel, Optic Nerve Productions

Tom Garnier, Mosier Farmer





© Brian Kimmel, Optic Nerve Productions

Todd Roll, founder of Pedal Bike Tours in Portland



© Brian Kimmel, Optic Nerve Productions

Ben Zimmerman, owner of Ten Speed Coffee in Mosier

## Riding a Trend

Oregon is widely recognized as a destination for vacationing cyclists from around the world. One reason is the Columbia Gorge and the Historic Highway with its excellent trail connections.

“Our Columbia River Gorge Tour is the second most popular tour we offer,” said Todd Roll (top left), founder of Pedal Bike Tours, a bicycle sightseeing tour company based in Portland. “We’ll lead almost 200 tours a year from Latourell Falls to Horsetail Falls, with a stop at Multnomah Falls—in the summer months, often twice a day.”

“Cycling is definitely an economic driver for the community,” added Kurt Buddendeck, co-owner of Discover Bicycles in Hood River. “Though our draw is international, we get quite a few Portland residents who come out for a day trip along the Historic Highway. We have 40 rental bikes. In the summer, there are days when all the bikes are gone.”

Cyclists need energy to keep rolling, and Ten Speed East Coffee in Mosier stands ready to help. “Our biggest driver is the Historic Highway,” said owner Ben Zimmerman (bottom left), “tourists in general, cyclists in particular. As soon as the rain starts letting up, people begin arriving, and we move into the black.”

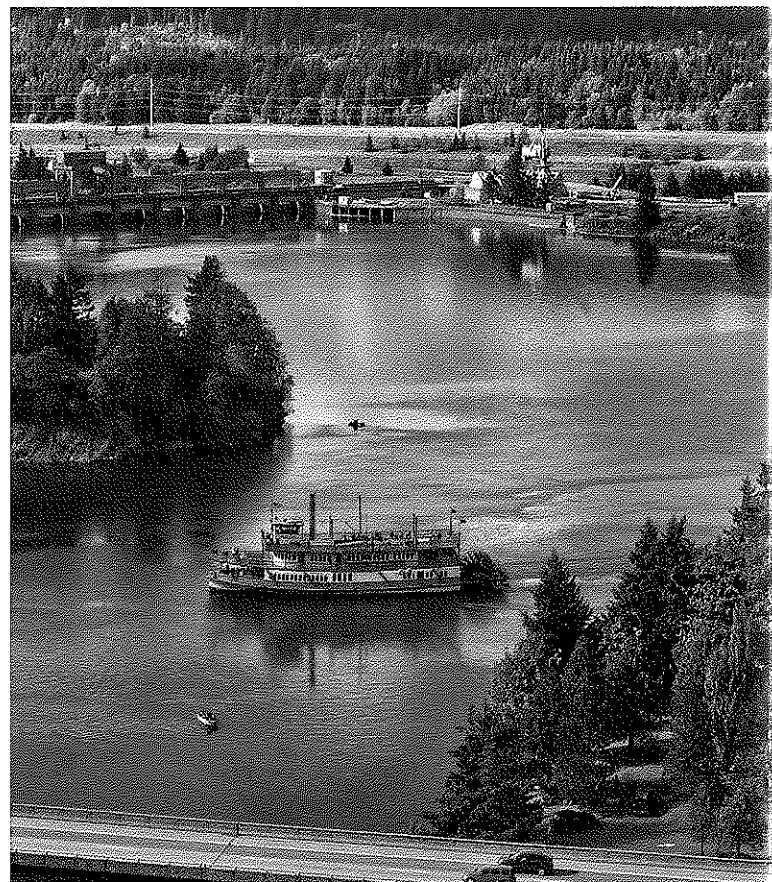
## Steering Customers to Cascade Locks

The Columbia Gorge Sternwheeler is an authentic triple-deck paddle wheeler that plies the mighty Columbia east and west of Cascade Locks. “In addition to sightseeing trips, we do brunch, lunch and dinner cruises,” explained Captain Tom Cramblett, who pilots the sternwheeler. “We get people from all over the world.” Captain Cramblett sees the Historic Columbia River Highway as an important marketing tool.

“Many visitors—both Portland area residents and tourists—do a loop that takes them on the Highway from Troutdale to Cascade Locks, then over the Bridge of the Gods and back to Portland via Route 14 on the Washington side. Many stop at the Charburger restaurant, which lives and dies on visitors traveling the loop. If you’re at the Charburger, you’re going to look out the window and see the boat on the river, and that creates questions that lead to bookings.”

Photo, top left hand panel:  
Spring time at Rowena Plateau.

Sternwheeler, Cascade Locks

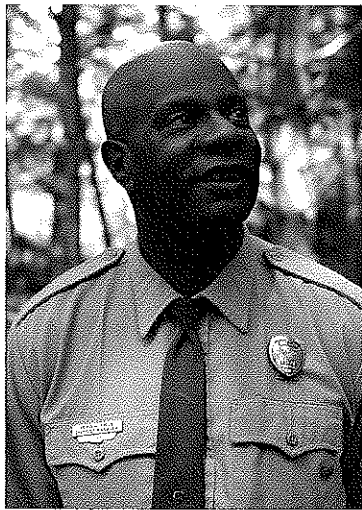






© Gary Weber, ODOT Photo/Video Services

Cyclists enjoy the downhill ride from the Rowena Crest overlook.



© Brian Kimmel, Optic Nerve Productions

Kevin Price, Oregon State Parks

## A Gateway to Outdoor Recreation

For many Oregonians and visitors alike, the beauty and history of the Historic Columbia River Highway make it a destination unto itself. The Highway also delivers outdoor enthusiasts to some of the Gorge's most storied hiking trails, waterfalls and campgrounds. "The numbers tell the story," said Kevin Price, Columbia Gorge & Metro District Manager for Oregon State Parks. "In the last 14 years, we've recorded over 1.6 million visitors on the Historic Columbia River Highway. Many of those visitors stay awhile; since 2006, we have rented nearly 440,000 campsites between Ainsworth, Memaloose and Viento State Parks. In addition to tourists, we see many Portland area residents heading out to enjoy the Historic Columbia River Highway State Trail—moms and pops taking the kids out for a leisurely bike ride with great views and no automobiles, dog walkers, people trying to get some exercise."

## A Path to Education and Exercise

The classrooms of the Mosier Community School (K-6) and Mosier Middle School (7-8) rest near the Historic Columbia River Highway State Trail. Once each week, the trail becomes a classroom for the middle schoolers. Executive Director Carole Schmidt explains: "We use the Highway as both an educational tool and as a way to introduce students to a lifelong sport like hiking. We can use the Historic Columbia River Highway year-round, as it's never muddy. On our 2 or 3 mile hikes, we'll discuss current events, or use landmarks along the trail as a launching point for other discussions. Native American mounds lead to lessons on culture; aspects of the Twin Tunnels are the basis for discussions about math and engineering; rock formations are an entrée to geology and environmental science."



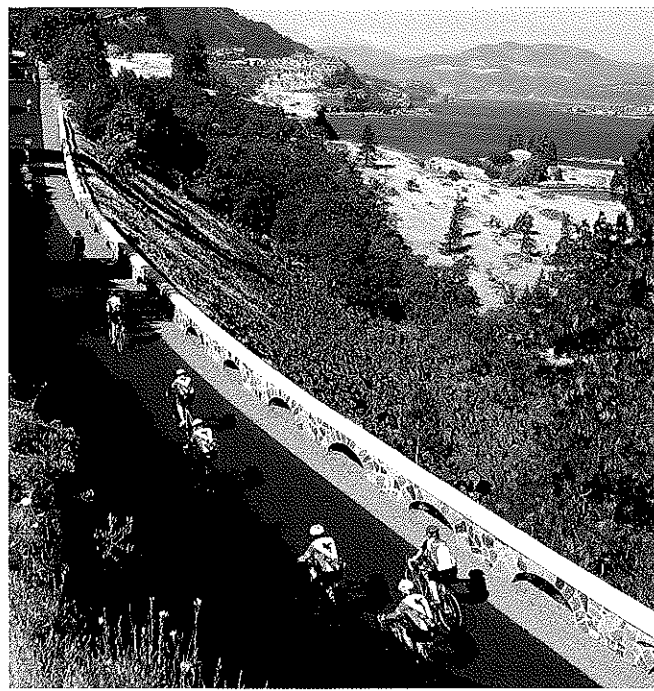
© Brian Kimmel, Optic Nerve Productions

Students, Mosier Community School

Since it first opened for automobile traffic on July 15, 1915, the Historic Columbia River Highway has been much more than a road.

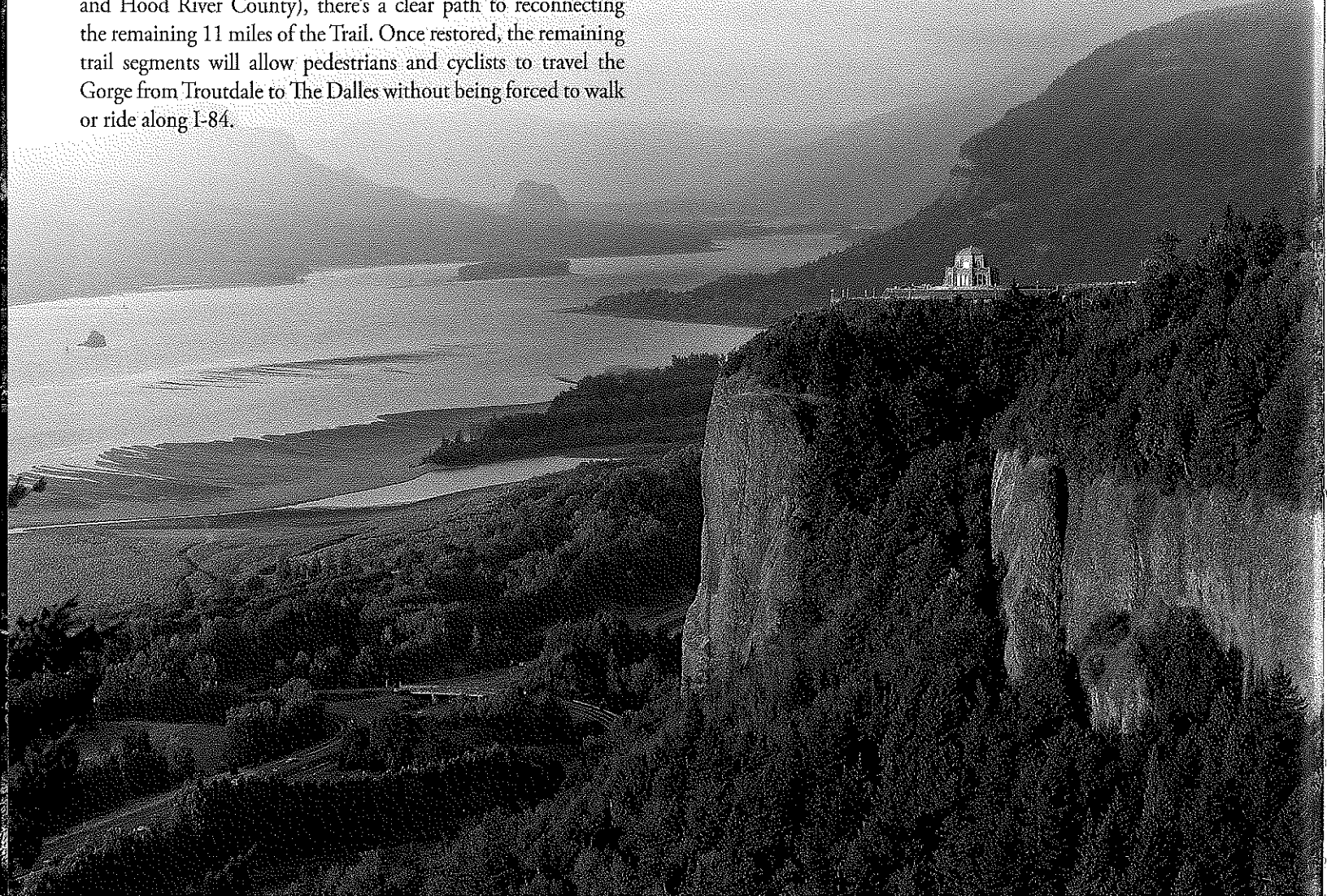
It's a living monument to the achievements of Samuel Lancaster and his team, a paragon of early twentieth century road building excellence. It connects urban Portlanders with the natural wonders of the Gorge and connects the smaller communities along the south side of the Columbia. And along with the Historic Highway State Trail (the walking/biking section of the Historic Highway), it's an economic engine that delivers visitors from far and wide to hotels, restaurants, local farms, vineyards and other hospitality-oriented businesses.

Today, 62 of the original 73 miles of the Historic Highway are now open to travel either by motor vehicle or by foot and bicycle. Under the Historic Columbia River Highway State Trail Plan (a joint effort by the Oregon Department of Transportation, Oregon Parks and Recreation Department, US Forest Service and Hood River County), there's a clear path to reconnecting the remaining 11 miles of the Trail. Once restored, the remaining trail segments will allow pedestrians and cyclists to travel the Gorge from Troutdale to The Dalles without being forced to walk or ride along I-84.



Historic Highway State Trail, west of Mosier

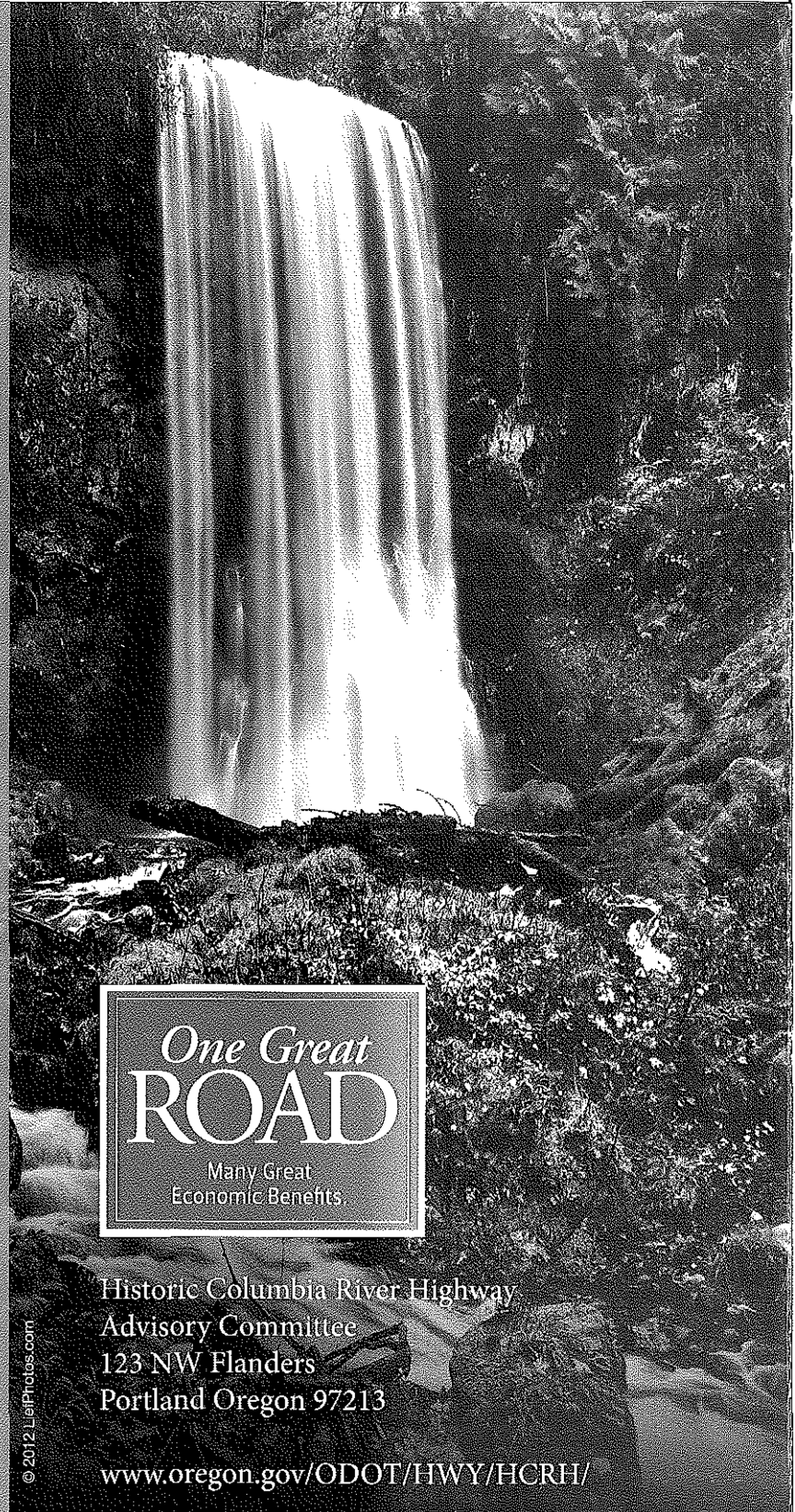
© Peter Marbach





Built between 1915 and 1921, the Historic Columbia River Highway is a one-of-a-kind asset, benefitting both recreating residents and local businesses that cater to the hundreds of thousands of annual visitors that drive, bike or hike within the Columbia River Gorge. The construction of I-84 in the 1950s and 60s obliterated many sections of the original Highway, leaving abandoned and disconnected sections of roadway between Troutdale and The Dalles. Today, along with the restoration of the drivable sections of Historic Highway, 12 miles of abandoned Highway have been reconnected as a trail. With these sections complete, local communities like Mosier and Hood River are reaping the benefits. With the reconnection of the final 10 miles of the Historic Highway as a trail, communities of the Gorge will see tremendous economic benefits as visitors and locals get out and experience the Gorge along the Historic Highway and State Trail.

Great progress has already been made in returning the Highway to its former glory thanks to the efforts of the Oregon Department of Transportation, the Federal Highway Administration's Western Federal Lands Highway Division, the Oregon Parks and Recreation Department and the USDA Forest Service. To date, restoration and reconnection work totaling \$46 million has been invested in this landmark road. More work is needed to connect the communities in the Gorge. With the continued support of our partners in the public and private sectors, we are working to complete this project and give Oregonians—and visitors from all over the world—the chance to appreciate this national treasure.



## One Great ROAD

Many Great Economic Benefits

Historic Columbia River Highway  
Advisory Committee  
123 NW Flanders  
Portland Oregon 97213

[www.oregon.gov/ODOT/HWY/HCRH/](http://www.oregon.gov/ODOT/HWY/HCRH/)

© 2012 LifePhotos.com

### LEGEND

- HISTORIC COLUMBIA RIVER HIGHWAY (Open to motor vehicles)
- FUTURE HISTORIC COLUMBIA RIVER HIGHWAY STATE TRAIL
- HISTORIC COLUMBIA RIVER HIGHWAY STATE TRAIL (Restored for Biking and Hiking)
- CONNECTING COUNTY ROAD (Herman Creek Road)

0 1 2 3 5 10 MILES

